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**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC f/k/a Qwest	)	
Communications Company, LLC,	)	
	)	
Complainant,	)	Docket No. 10-33
v.	)	File No. EB-16-MDIC-0015
	)	
Verizon Services Corp.; Verizon Virginia LLC;	)	
Verizon Washington, D.C., Inc.; Verizon Maryland	)	
LLC; Verizon Delaware LLC; Verizon Pennsylvania	)	
LLC; Verizon New Jersey Inc.; Verizon New York	)	
Inc.; Verizon New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**FORMAL COMPLAINT OF CENTURYLINK COMMUNICATIONS, LLC**

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February 26, 2018

*Attorneys for CenturyLink  
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February 26, 2018

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VIA HAND DELIVERY

Marlene H. Dortch  
Office of the Secretary  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communication Commission  
445 12th Street, SW  
Washington, D.C. 20554

**Re: *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC v. Verizon Services Corp., et al., EB Docket No. 10-33, File No. EB-16-MDIC-0015***

Dear Ms. Dortch:

CenturyLink Communications, LLL f/k/a Qwest Communications Company, LLC ("CenturyLink") submits for filing the Public Version of its Formal Complaint ("Complaint") against Verizon Services Corp.; Verizon Virginia LLC; Verizon Washington, D.C., Inc.; Verizon Maryland LLC; Verizon Delaware LLC; Verizon Pennsylvania LLC; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon New England Inc.; Verizon North LLC; Verizon South Inc. (collectively, Verizon"). Consistent with the Commission's rules and the Protective Order entered by the Commission's Enforcement Bureau on February 9, 2018, this Public Version is being filed on ECFS.

CenturyLink is filing by hand with the Secretary's office an original and the required number of paper copies of the Confidential Version of the Complaint. Electronic courtesy copies of both versions of the submission are also being provided on DVDs to the Secretary's office and the Commission's Enforcement Bureau. All exhibits as well as native versions of supporting Excel spreadsheets and .zip files that could not be printed for the paper filings are included on the Confidential DVD. In addition, electronic copies of both the Confidential and Public Versions of the Complaint are being served on counsel for Verizon.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc S. Martin".

Marc S. Martin

Ms. Marlene H. Dortch  
February 26, 2018  
Page 2

**Enclosures**

cc: Lisa Saks, Market Disputes Resolution Div., Federal Communications Commission  
Curtis Groves, Verizon  
Joshua D. Branson, Kellogg Hansen P.L.L.C.



SECTION 208 FORMAL  
COMPLAINT INTAKE FORM

1. Case Name:	CenturyLink Communications, LLC v. Verizon Services Corp., DOCKET NO. 18-33, FILE NO. EB-16-MDIC-0015
2. Complainant's Name, Address, Phone and Facsimile Number, e-mail address (if applicable):	CenturyLink Communications, LLC f/k/a Qwest Communications Co., LLC, 1801 California Street, Denver, CO 80202, (303) 383-6650; adam.sherr@CenturyLink.com
3. Defendant's Name, Address, Phone and Facsimile Number (to the extent known), e-mail address (if applicable):	Verizon Services Corporation, et al., 22001 Loudoun County Parkway, Ashburn, VA 20147, (703) 729-5931, curtis.groves@verizon.com
4. Complaint alleges violation of the following provisions of the Communications Act of 1934, as amended:	Sections 201(b) and 203(c)

Answer (Y)es, (N)o or N/A to the following:

- Y 5. Complaint conforms to the specifications prescribed by 47 C.F.R. Section 1.734.
- Y 6. Complaint complies with the pleading requirements of 47 C.F.R. Section 1.720.
- Y 7. Complaint conforms to the format and content requirements of 47 C.F.R. Section 1.721, including but not limited to:
- Y a. Complaint contains a complete and fully supported statement of facts, including a detailed explanation of the manner in which the defendant is alleged to have violated the provisions of the Communications Act of 1934, as amended, or Commission rules or Commission orders.
- Y b. Complaint includes proposed findings of fact, conclusions of law, and legal analysis relevant to the claims and arguments set forth in the Complaint. (subject to waiver)
- Y c. If damages are sought in this Complaint, the Complaint comports with the specifications prescribed by 47 C.F.R. Section 1.722(a), (c).
- N/A d. Complaint contains a certification that complies with 47 C.F.R. Section 1.721(a)(8), and thus includes, among other statements, a certification that: (1) complainant mailed a certified letter outlining the allegations that formed the basis of the complaint it anticipated filing with the Commission to the defendant carrier; (2) such letter invited a response within a reasonable period of time; and (3) complainant has, in good faith, discussed or attempted to discuss, the possibility of settlement with each defendant prior to the filing of the formal complaint. (subject to waiver)
- N e. A separate action has been filed with the Commission, any court, or other government agency that is based on the same claim or the same set of facts stated in the Complaint, in whole or in part. If yes, please explain:
- N f. Complaint seeks prospective relief identical to the relief proposed or at issue in a notice-and-comment proceeding that is concurrently before the Commission. If yes, please explain:
- Y g. Complaint includes an information designation that contains:
- N/A (1) A complete description of each document, data compilation, and tangible thing in the complainant's possession, custody, or control that is relevant to the facts alleged with particularity in the Complaint, including: (a) its date of preparation, mailing, transmittal, or other dissemination, (b) its author, preparer, or other source, (c) its recipient(s) or intended recipient(s), (d) its physical location, and (e) its relevance to the matters contained in the Complaint; and (subject to waiver)
- Y (2) The name, address, and position of each individual believed to have firsthand knowledge of the facts alleged with particularity in the Complaint, along with a description of the facts within any such individual's knowledge; and
- Y (3) A complete description of the manner in which the complainant identified all persons with information and designated all documents, data compilations, and tangible things as being relevant to the dispute, including, but not limited to, identifying the individual(s) that conducted the information search and the criteria used to identify such persons, documents, data compilations, tangible things, and information.
- Y h. Attached to the Complaint are copies of all affidavits, tariff provisions, written agreements, offers, counter-offers, denials, correspondence, documents, data compilations, and tangible things in the complainant's possession, custody, or control, upon which the complainant relies or intends to rely to support the facts alleged and legal arguments made in the Complaint.
- Y i. Certificate of service is attached and conforms to the specifications prescribed by 47 C.F.R. Sections 1.47(g) and 1.735(f).
- Y j. Verification of payment of filing fee in accordance with 47 C.F.R. Sections 1.721(13) and 1.1106 is attached.
- N/A 8. If complaint is filed pursuant to 47 U.S.C. Section 271(d)(6)(B), complainant indicates therein whether it is willing to waive the 90-day complaint resolution deadline.



PUBLIC VERSION

- Y 9. All reported FCC orders relied upon have been properly cited in accordance with 47 C.F.R. Sections 1.14 and 1.720(i).
- Y 10. Copy of Complaint has been served by hand-delivery on either the named defendant or one of the defendant's registered agents for service of process in accordance with 47 C.F.R. Section 1.47(e) and 47 C.F.R. Section 1.735(c). (subject to waiver)
- Y 11. If more than ten pages, the Complaint contains a table of contents and summary, as specified in 47 C.F.R. Section 1.49(b) and (c).
- Y 12. The correct number of copies required by 47 C.F.R. Section 1.51(c), if applicable, and 47 C.F.R. Section 1.735(b) have been filed.
- Y 13. Complaint has been properly signed and verified in accordance with 47 C.F.R. Section 1.52 and 47 C.F.R. Section 1.734(c).
- N/A 14. If Complaint is by multiple complainants, it complies with the requirements of 47 C.F.R. Section 1.723(a).
- Y 15. If Complaint involves multiple grounds, it complies with the requirements of 47 C.F.R. Section 1.723(b).
- Y 16. If Complaint is directed against multiple defendants, it complies with the requirements of 47 C.F.R. Section 1.735(a)-(b).
- Y 17. Complaint conforms to the specifications prescribed by 47 C.F.R. Section 1.49.
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LLC; Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey Inc.;	)	
Verizon New York Inc.; Verizon New England Inc.;	)	
Verizon North LLC; Verizon South Inc.,	)	
	)	
Defendants.	)	

**FORMAL COMPLAINT OF CENTURYLINK COMMUNICATIONS, LLC**

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February 26, 2018

*Attorneys for CenturyLink  
Communications, LLC*

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Complainant,	)	
v.	)	Docket No. 18-33
	)	File No. EB-16-MDIC-0015
Verizon Services Corp.; Verizon	)	
Virginia LLC; Verizon Washington,	)	
D.C., Inc.; Verizon Maryland LLC;	)	
Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey	)	
Inc.; Verizon New York Inc.; Verizon	)	
New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**FORMAL COMPLAINT OF CENTURYLINK COMMUNICATIONS, LLC**

**INTRODUCTION AND SUMMARY**

1. Pursuant to Sections 201, 207, and 208 of the Communications Act as amended (the “Act”), 47 U.S.C. §§ 201, 207, and 208, and Sections 1.720 *et seq.* of the Commission’s Rules, 47 C.F.R. §§ 1.720 *et seq.*, Complainant CenturyLink Communications LLC, f/k/a Qwest Communications Company, LLC (“CenturyLink”) submits this formal complaint against the above-captioned Verizon entities (individually and collectively, “Verizon”).

2. CenturyLink was a customer of Verizon’s special access services, which CenturyLink in turn used to serve its customers. Already parties to a 2006 Master Services

Agreement, CenturyLink and Verizon entered into two related service agreements in 2009 and 2014 **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** Both service agreements were memorialized as contract tariffs filed with the Federal Communications Commission (“FCC” or “Commission”), which expressly stated that the purpose of the tariff filings was to provide billing credits to the customer when the customer satisfied certain requirements related to special access services as described in the tariffs.<sup>2</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

3. Verizon failed to abide by the terms of the tariff discount arrangement. Verizon chronically overcharged CenturyLink by miscalculating the value **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

It did so despite being repeatedly informed of its errors. Furthermore, Verizon systematically frustrated CenturyLink’s ability to dispute Verizon’s chronic overcharges by **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>1</sup> In this Formal Complaint, CenturyLink uses “**[[BEGIN CONFIDENTIAL . . . END CONFIDENTIAL]]**” to identify “Confidential Information” in accordance with the Protective Order in this proceeding. *See* Protective Order, *CenturyLink Communications, LLC v. Verizon Services Corp.*, Docket No. 18-33, File No. 16-MDIC-0015, at 2-3, attached to Letter Ruling from Lisa B. Griffin, Deputy Chief, Market Disputes Resolution Div., Enforcement Bureau dated February 9, 2018 (the “February 9 Letter Ruling”). Out of an abundance of caution, CenturyLink has redacted text from the Formal Complaint and supporting materials that may be viewed by Verizon as being Confidential Information. If the Commission disagrees, or desires that the parties and Staff work together to further limit the use of Confidential Information designations, CenturyLink would be pleased to participate in that process.

<sup>2</sup> *See infra* ¶¶ 26, 31.

<sup>3</sup> *Id.*

[REDACTED] **[[END**  
**CONFIDENTIAL]]**

4. As set forth below and in the supporting Declaration of Tiffany Brown **[[BEGIN**  
**CONFIDENTIAL]]** [REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** Those tariff violations included  
miscounting (and double-counting) circuit units it managed for CenturyLink, and inefficiently  
and unreasonably deploying CenturyLink-dedicated circuits. As a consequence of these  
practices, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** and thus  
overcharged CenturyLink by retaining more compensation than the tariff rate allowed. **[[BEGIN**  
**CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]**  
Furthermore, Verizon refused to correct its errors despite CenturyLink disputing the same errors  
quarter after quarter.

5. Verizon also engaged in a number of unjust and unreasonable practices that  
further frustrated CenturyLink's ability to obtain the correct tariffed rates under the credit  
agreements, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** Verizon's violations of the service agreements and tariffs, combined with its related unjust and unreasonable practices, materially impeded CenturyLink's ability to detect and dispute the full scope of Verizon's breaches, and have significantly undermined the discounted rates promised by Verizon under the tariffs.

6. Accordingly, CenturyLink requests that the Commission: (1) investigate and find that Verizon has violated its filed tariffs as well as Sections 201(b) and 203(c) of the Act; (2) find that as a consequence of these violations Verizon is obligated to refund to CenturyLink the overcharged amounts (plus interest and attorney's fees) pursuant to the tariffs and the filed tariff doctrine; and (3) direct Verizon to pay those amounts as well as immediately release all undisputed credit amounts Verizon owes to CenturyLink.

#### **PARTIES**

7. CenturyLink is a Delaware limited liability company with its principal place of business at 1801 California Street, Denver, Colorado 80202. In addition to information services, video services, and other offerings not relevant here, CenturyLink offers a variety of telecommunications services throughout the nation. This Formal Complaint relates to CenturyLink's purchase of DS1 and DS3 special access services from Verizon. Pursuant to 47

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<sup>4</sup>**[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

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C.F.R. § 1.721(a)(3), the names, addresses, telephone numbers and email addresses of CenturyLink's counsel are listed on the cover page of this Complaint.

8. Defendant Verizon Services Corporation is a Delaware corporation with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147.<sup>5</sup>

9. Defendant Verizon Virginia LLC is a Virginia limited liability company with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147.

10. Defendant Verizon Washington, D.C. Inc. is a New York corporation with its principal place of business at 1300 I Street, Suite 500 East, Washington, D.C. 20005.

11. Defendant Verizon Maryland LLC is a Delaware limited liability company with its principal place of business at 1 East Pratt Street, Baltimore, Maryland 21202.

12. Defendant Verizon Delaware LLC is a Delaware limited liability company with its principal place of business at 901 Tatnall Street, Wilmington, Delaware 19801.

13. Defendant Verizon Pennsylvania LLC is a Delaware limited liability company with its principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103.

14. Defendant Verizon New Jersey Inc. is New Jersey corporation with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920.

15. Defendant Verizon New York Inc. is a New York corporation with its principal place of business at 140 West Street, 27th Floor, New York, New York 10007.

16. Defendant Verizon New England Inc. is a New York corporation with its principal place of business at 6 Bowdoin Square, 9th Floor, Boston, Massachusetts 02114.

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<sup>5</sup> Party information for the Verizon defendants is based on CenturyLink's knowledge and belief following a review of public sources.

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17. Defendant Verizon North LLC (f/k/a Verizon North Retain Co.) is a Delaware limited liability company with its principal place of business at 1717 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

18. Defendant Verizon South Inc. is a Virginia corporation with its principal place of business at 22001 Loudoun County Parkway, Ashburn, Virginia 20147.

19. Verizon Virginia LLC, Verizon Washington, D.C., Inc., Verizon Maryland LLC, Verizon Delaware LLC, Verizon Pennsylvania LLC, Verizon New Jersey Inc., Verizon New York Inc., Verizon New England Inc., Verizon North LLC, and Verizon South Inc. shall hereinafter be collectively referred to as the “Verizon Operating Companies.”<sup>6</sup> These entities may be served with process through their agent CT Corporation System, 1015 15th Street NW, Washington, D.C. 20030.<sup>7</sup>

**PROCEDURAL HISTORY**

20. CenturyLink repeatedly attempted to address these issues directly with Verizon prior to bringing these matters to the Commission. When CenturyLink’s repeated dispute submissions and related attempts at dialogue proved fruitless, CenturyLink submitted a formal dispute notice letter to Verizon dated March 21, 2016 **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

---

<sup>6</sup> Three additional Verizon operating entities under the agreements, Verizon Florida LLC, GTE Southwest, and Verizon California Inc., were later sold to Frontier Communications Corporation (“Frontier”) on April 1, 2016 after commencement of these disputes.

<sup>7</sup> This information is publicly available via the FCC Form 499 Filer Database, <http://apps.fcc.gov/cgb/form499/499a.cfm>.



██████████[[END CONFIDENTIAL]]<sup>8</sup> Verizon rejected CenturyLink's dispute letter [[BEGIN CONFIDENTIAL]] ██████████

██████████[[END CONFIDENTIAL]] on May 31, 2016.<sup>9</sup>

CenturyLink then proceeded to file an Informal Complaint with the Commission on June 17, 2016 in File No. EB-16-MDIC-0015.<sup>10</sup> Verizon provided its response on August 3, 2016.<sup>11</sup> At the request of the Enforcement Bureau, CenturyLink provided a reply to Verizon's response on November 18, 2016.<sup>12</sup> The parties also engaged in voluntary mediation and information exchanges. Despite those efforts, the parties have not resolved these matters, and CenturyLink's Informal Complaint has not been satisfied.

21. The six-month relation back date under Section 1.718 of the Commission's rules was originally February 3, 2017. In light of the mediation and related considerations, including settlement discussions, the parties submitted a series of consent petitions requesting that the Enforcement Bureau waive the six-month formal complaint filing deadline of Section 1.718, and extend the relation back date while tolling applicable statutes of limitation. Those consent petitions were granted, with the current relation back date established as and including February 26, 2018 pursuant to the February 9 Letter Ruling. This formal complaint relates back to the

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<sup>8</sup> See Ex. 40.22, Dispute Notice Letter from Patrick Welch (CenturyLink) to Verizon, *Re: Dispute Notice and Request for Informal Dispute Resolution*, dated Mar. 21, 2016.

<sup>9</sup> See Ex. 40.23, Response to Dispute Notice Letter from David Szol (Verizon) to Patrick Welch (CenturyLink), dated May 31, 2016.

<sup>10</sup> *Informal Complaint Filed by CenturyLink Communications, LLC, Against Verizon Services Corp. (Public)*, FCC File No. EB-16-MDIC-0015 (filed June 17, 2016) ("Informal Complaint").

<sup>11</sup> *Verizon Response to CenturyLink's Informal Complaint (Public)*, FCC File No. EB-16-MDIC-0015 (filed August 3, 2016) ("Verizon Response").

<sup>12</sup> *CenturyLink Reply to Verizon Response to CenturyLink's Informal Complaint (Public)*, FCC File No. EB-16-MDIC-0015 (filed November 18, 2016) ("CenturyLink Reply").

Informal Complaint pursuant to 47 C.F.R. § 1.718, as it has been filed by the applicable relation back date, makes reference above to the date of CenturyLink's Informal Complaint, and is based on the same cause of action as the Informal Complaint.

### **JURISDICTION**

22. The Commission has jurisdiction over this Formal Complaint under Sections 201, 203 and 205-209 of the Act, 47 U.S.C. §§ 201, 203, 205, 206, 207, 208 and 209, and Section 1.720 *et seq.* of its Rules.<sup>13</sup> Verizon Services Corporation is an indirect wholly-owned subsidiary of Verizon Communications Inc., and has described itself as a local exchange carrier (or "LEC") that, together with the other wholly-owned Verizon Communications Inc. subsidiaries above and as set forth in the agreements, provides telecommunications services to retail and wholesale customers in Virginia and other parts of the United States.<sup>14</sup> Verizon Services Corporation and the Verizon Operating Companies are common carriers subject to Title

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<sup>13</sup> 47 C.F.R. §§ 1.720 *et seq.* The Commission's formal complaint process is available in the special access context, including time division multiplexing ("TDM")-based services. *See, e.g., In re Special Access for Price Cap Local Exchange Carriers*, WC Docket No. 05-25, Report and Order, FCC 12-92, ¶ 84 (2012); *In re Investigation of Certain Price Cap Local Exchange Carrier Business Data Services Tariff Pricing Plans*, WC Docket No. 15-247, Order Initiating Investigation and Designating Issues for Investigation, DA 15-1194, ¶¶ 2, 19 (2015); *Tariff Investigation Order and Further Notice of Proposed Rulemaking*, WC Docket No. 16-143, No. 15-247, No. 05-25, RM-10593, FCC 16-54, ¶¶ 25, 440, 515-6 (2016) (noting that Verizon's deemed grant of Title II forbearance excludes TDM special access services).

<sup>14</sup> *See* Ex. 69, *Verizon Virginia LLC, et al. v. XO Communications, LLC and XO Virginia LLC*, Civil Action No. 3:15-CV-00171, Complaint, at ¶¶ 5-19 (E.D. Va. March 19, 2015) (Verizon Services Corporation and affiliated operating companies are "local exchange carriers (or 'LECs') that provide telecommunications services to retail and wholesale customers in Virginia and other parts of the country.") (emphasis added).

II of the Act.<sup>15</sup> Verizon Services Corporation and the Verizon Operating Companies are further subject to Commission jurisdiction as a joint enterprise based on their individual and collective actions in providing **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** related tariffs.<sup>16</sup> Verizon Services Corporation and the Verizon Operating Companies are likewise subject to the Commission's jurisdiction under 47 U.S.C. § 411 and 47 C.F.R. § 1.735(a).

**STATEMENT REGARDING SUPPORTING MATERIAL AND REQUIRED CERTIFICATIONS**

23. As part of this Formal Complaint, CenturyLink is including a complete statement of facts establishing that Verizon has violated the Communications Act as well as certain tariffs and related agreements.<sup>17</sup> Along with this Formal Complaint, CenturyLink is also providing (i) a Legal Analysis that explains how Verizon has violated the Act as well as its tariffs and agreements with CenturyLink (Tab A), (ii) summary of the governing agreements (Tab B), (iii) supporting Declarations by Tiffany Brown (Tab C, "Brown Decl.") and Patrick Welch (Tab D,

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<sup>15</sup> 47 U.S.C. § 153; *see, e.g., In re Section 63.71 Application of Verizon for Authority Pursuant to Section 214 of the Communications Act of 1934*, WC 16-219 (June 7, 2016) (listing Verizon Services Corporation and other affiliates as domestic common carriers).

<sup>16</sup> *See, e.g., In re Improving Public Safety Communications in the 800 MHz Band*, Fifth Report and Order, Eleventh Report and Order, Sixth Report and Order, and Declaratory Ruling, 25 FCC Rcd. 13874, \*13887-88 (2010) (under Commission's enterprise liability analysis, "[w]here the statutory purpose could . . . be easily frustrated through the use of separate . . . entities, the Commission is entitled to look through corporate form and treat the separate entities as one and the same for purposes of regulation" and has "treated affiliated entities collectively where necessary to ensure compliance with the Communications Act and Commission policies and regulations.").

<sup>17</sup> *See infra*, ¶¶ 25-99; *see also* supporting Declarations of Tiffany Brown and Patrick Welch.

“Welch Decl.”); (iv) an information designation that is consistent with the Staff’s February 9, 2018 Letter Ruling (Tab E), (v) proposed interrogatory requests (Tab F), (vi) other forms and certifications required by the Commission’s Rules and subject to the Staff’s February 9, 2018 Letter Ruling, and (vii) exhibits of the documents, data, and other information upon which it relies in support of this Formal Complaint (Tab G).<sup>18</sup> Pursuant to 47 C.F.R. § 1.721(a)(9), CenturyLink states that it has not filed, with the Commission or any other government agency, a separate action against Verizon that is based on the same claim or same set of facts, in whole or in part. This Complaint does not seek prospective relief identical to the relief proposed or at issue in a notice-and-comment proceeding that is concurrently before the Commission.

24. CenturyLink is filing a public version and a confidential version of the Formal Complaint. This Formal Complaint and supporting material contain certain information and documents that have been designated as confidential pursuant to the Protective Order in this proceeding. The public version is redacted of these materials. In the confidential version, CenturyLink is filing these materials under seal on an unredacted basis pursuant to the Protective Order agreed to by the parties and entered by the Commission on February 9, 2018.

## **FACTS IN SUPPORT OF THE FORMAL COMPLAINT**

### **I. BACKGROUND**

25. The **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** tariffs provided CenturyLink a discount off of Verizon’s standard rates for

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<sup>18</sup> In accordance with the Staff’s February 9, 2018 Letter Ruling, CenturyLink is not providing (1) proposed findings of fact and conclusions of law, (2) a document log, or (3) a certification regarding settlement discussions.

DS1 and DS3 special access services.<sup>19</sup> Specifically, CenturyLink was to be charged a flat (discounted) rate for each circuit.<sup>20</sup> Rather than simply assess CenturyLink the discounted rate each month, Verizon's contract tariff worked as follows: (1) Verizon was required to accurately bill CenturyLink on a monthly basis for the circuits that CenturyLink used; (2) CenturyLink would initially pay Verizon the undiscounted rates for the special access circuits; and then (3) Verizon would issue quarterly credits to CenturyLink that were equal to the difference between the undiscounted rates and the plan's discounted rates under the contract tariffs.<sup>21</sup>

26. In this arrangement, the tariff rate that CenturyLink received for special access services was delivered by the credits it received from Verizon, the calculation of which was the central feature of the contract tariffs **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

As a result of Verizon's violations of the contract tariffs **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>19</sup> See Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H); Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55(H); Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29(H); Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(G); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(G); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(G).

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> See, e.g., Ex. 29, Verizon Telephone Companies, Transmittal No. 1261 (February 12, 2014), at 2; Ex. 28, Transmittal No. 1016 (May 15, 2009); see also Ex. 5, 2014 Service Agreement, Ex. B, Section 1; Ex. 3, 2009 Service Agreement, Exhibit B, Section 1.

<sup>23</sup> See *infra*, ¶¶ 72-80; see, e.g., Brown Decl. ¶¶ 35, 40, 42-43, 46-47, 58-59, 64-65, 69-70, 74-75, 79-80, 85-86, 94, 98, 103, 109, 114, 119.

██████████ [[BEGIN CONFIDENTIAL]] the final rate that CenturyLink was charged was far higher than the tariff rate.

## A. Summary of Relevant Agreements Between CenturyLink and Verizon

27. **[[BEGIN CONFIDENTIAL]]**

<sup>24</sup> For reference, the relevant contracts are: (1) the 2006 Master Services Agreement (“MSA”) (attached as Ex. 1; previously filed as Appendix 12 to CenturyLink’s Reply, File No. EB-16-MDIC-0015 (November 18, 2016)); (2) Amended and Restated Attachment 2 to the MSA, as further amended (attached as Ex. 6); (3) Attachment 11 to the MSA (attached as Ex. 2, previously filed as Appendix 13 to CenturyLink’s Reply, File No. EB-16-MDIC-0015, (November 18, 2016)); (4) 2009 Service Agreement (attached as Ex. 3, previously filed as Appendix 2 to Verizon’s Response, File No. EB-16-MDIC-0015 (August 3, 2016)); (5) Attachment 13 to the MSA (attached as Ex. 4, previously filed as Appendix 14 to CenturyLink’s Reply, File No. EB-16-MDIC-0015 (November 18, 2016)); and (6) the 2014 Service Agreement (attached as Ex. 5, previously filed as Appendix 1 to Verizon’s Response, File No. EB-16-MDIC-0015 (August 3, 2016)). The 2009 Service Agreement was filed, in part, as a contract tariff at Ex. 14, Tariff No. 1, § 21, Option 57; Ex. 15, Tariff No. 11 § 32, Option 55; and Ex. 16, Tariff No. 14 § 21, Option 29. The 2014 Service Agreement was filed as Ex. 17, Tariff No. 1 § 21, Option 65; Ex. 18, Tariff No. 11 § 32, Option 65; and Ex. 19, Tariff No. 14 § 21, Option 34.

<sup>25</sup> Ex. 1; MSA § 5.1.

<sup>26</sup> Ex. 1, MSA § 1.

<sup>27</sup> *Id.*; Ex. 6, Amended and Restated Attachment 2 to the MSA (May 6, 2009).

28 *Id.*

[REDACTED] **[[END  
CONFIDENTIAL]]**

28. The parties executed two service agreements (memorialized as contract tariffs)

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**—the 2009 Service Agreement and the

2014 Service Agreement.<sup>30</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>29</sup> Ex. 1, MSA § 11.3.

<sup>30</sup> See Ex. 3, 2009 Service Agreement; Ex. 5, 2014 Service Agreement; Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57; Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55; Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29; Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65; Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65; Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34.

<sup>31</sup> See Ex. 3, 2009 Service Agreement, Ex. B § 7; Ex. 5, 2014 Service Agreement, Ex. B § 8. The DS3 CLF, DS3 CLS, and DS1 qualifying services were transcribed into units for the quarterly credit calculations according to the following definitions, all of which had to bill qualifying monthly recurring charges. DS3 CLF Units were “Individual Special Access DS3 circuits identified with carrier facility formatting[.]” See, e.g., Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(B)(19). DS3 CLS Units were “Individual Special Access DS3 circuits identified with serial number formatting[.]” See, e.g., Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 57(B)(19). DS1 Units are Special Access DS1 services that meet certain specific tariff definitions. See Ex. 21, Verizon FCC Tariff No. 1, Section 7.1.2(A), Ex. 24, Verizon FCC Tariff No. 11, Section 7.1.2(A), Ex. 26, Verizon FCC Tariff No. 14, Section 5.1.1(C), (iv); Ex. 27, Verizon FCC Tariff No. 16, Section 7.2.1(A).



[REDACTED] **[[END CONFIDENTIAL]]** The specifics of Verizon's rate discount are further discussed below.

29. A full description of the interrelationship of these agreements is set forth in Tab B.

**B. Verizon's Flat Rate Tariffed Pricing**

30. Under the contract tariffs **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** Verizon's discount plan provided CenturyLink with initial (undiscounted) rates for the various special access services CenturyLink received.<sup>33</sup> CenturyLink paid the undiscounted rates for special access services on a monthly basis, and at the end of each quarter of the plan Verizon was required to issue a credit equal to the difference between the undiscounted rates and the discounted rates under the contract tariffs.<sup>34</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

<sup>32</sup> See Ex. 3, 2009 Service Agreement, Ex. B § 7; Ex. 5, 2014 Service Agreement, Ex. B § 8.

<sup>33</sup> See Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57; Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55; Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29; Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65; Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65; Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34.

<sup>34</sup> See *id.*; see also Brown Decl. ¶ 8. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** See Ex. 2, Attachment 11 to the MSA, § 1. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** See Ex. 5, Attachment 13 to the MSA, § 1. The Formal Complaint and supporting materials use "Flat Rate Price Flex Deal" to refer to this general tariff arrangement where distinctions are not material.

<sup>35</sup> See Ex 3, 2009 Service Agreement, Ex. B, Attachment 1; Ex. 5, 2014 Service Agreement, Ex. B, Attachment 1.

[[END CONFIDENTIAL]]

31. The contract tariffs made clear that the billing credits were the central component for the Flat Rate Price Flex Deal, and were the entire purpose behind the tariff arrangement.<sup>36</sup> Verizon's tariff transmittals likewise explained that "[w]ith this Contract Option, the customer can receive billing credits on certain access services when the customer satisfies certain eligibility requirements and other conditions as further described in the attached tariff pages."<sup>37</sup>

[[BEGIN CONFIDENTIAL]]

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<sup>36</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(A) (contract tariff provides customer "with certain Billing Credits ... on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 57"); Ex. 17, Tariff No. 1 § 21, Option 65(A) (contract tariff provides customer "with certain aggregate discounts and Billing Credits ... on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 65.").

<sup>37</sup> Ex. 29, Verizon Telephone Companies, Transmittal No. 1261 (February 12, 2014), at 2; see also Ex. 28, Transmittal No. 1016 (May 15, 2009) ("With this Option, the customer can receive Quarterly Billing Credits and other benefits when the customer maintains certain billed volumes of Special Access Qualifying Services that are included in this new Option, and meets other criteria as specified in the attached tariff pages.").

[[END CONFIDENTIAL]]

32. Because the ultimate rates for the special access services were calculated quarterly based on the credits, the tariffs consequently required Verizon to correctly designate circuits as qualifying units in order to properly calculate and provide the credits to CenturyLink.<sup>39</sup> Yet Verizon habitually erred in designating circuits as qualifying units and in calculating the quarterly credits owed to CenturyLink.<sup>40</sup> Verizon repeated these errors over multiple quarters despite being on notice of its errors. Those recurring errors resulted in extensive overcharges to CenturyLink in violation of the tariffs and the Flat Rate Price Flex Deal.

33. Under the tariffs, Verizon was also required to provide the billing credits no later than sixty (60) calendar days following the end of the applicable quarter.<sup>41</sup> Yet Verizon routinely did not issue the quarterly credits within sixty days of the end of the quarter as required

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<sup>38</sup> Ex. 5, 2014 Service Agreement, Ex. B, Section 1 (emphasis added); *see also* Ex. 3, 2009 Service Agreement, Exhibit B, Section 1 (same).

<sup>39</sup> As used here, the term “unit” is a term of art defined in the tariffs and is pertinent to the quarterly credit calculations. *See* Brown Decl. ¶ 7; *e.g.*, Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(1) (“The Telephone Company shall determine on a Quarterly basis the Billed Qualifying Service Revenue and Billed Qualifying Service Units for each Qualifying Service. The Billing Credits for each of the three Qualifying Services (i.e., DS1 Qualifying Services, Multiplexed DS3 Qualifying Services and PTP DS3 Qualifying Services) will be an amount equal to the applicable Billed Qualifying Service Revenue . . . for the applicable Quarter minus the revenues derived from the Flat Rate pricing for the applicable Billed Qualifying Service Units (i.e., Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units) for the same Quarter.”).

<sup>40</sup> Brown Decl. ¶¶ 33-129.

<sup>41</sup> *See* Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(4); Ex. 15(H)(4); Ex. 16(H)(4); Ex. 17(G)(1)(g); Ex. 18(G)(1)(g); Ex. 19(G)(1)(g).

by the tariffs.<sup>42</sup> [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

34. This dispute consequently arises from Verizon's miscalculations and refusal to rectify them and Verizon's related unjust and unreasonable practices as discussed further below.

**C. Verizon's Tariff Violations and Unjust and Unreasonable Practices**

35. Verizon's practices violated the language of the agreements and tariffs, resulting in overcharges to CenturyLink in the following ways:

- overcounting equivalents for DS3 CLF units;
- including units without Qualifying USOCs in the quarterly credit calculation;
- double-counting meet-point circuits;
- misdesignating DS3 CLF units;
- misdesignating DS0 circuits as DS1 units; and
- failing to optimize circuit routing.

36. The tables below summarize Verizon's overcharges by category and by quarter. A complete analysis and computation of these categories is provided in the supporting Declaration of Tiffany Brown, Tab C.<sup>43</sup>

[[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

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<sup>42</sup> See *infra*, ¶¶ 72-80.

<sup>43</sup> See also Exs. 31-36; 47 C.F.R. § 1.722(a), (b), (h).

[REDACTED]

[REDACTED]

[REDACTED]

37. [REDACTED]

[REDACTED]

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<sup>44</sup> See Brown Decl. ¶ 29.

[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

38. Three Verizon Operating Companies were sold to Frontier in April 2016 during Plan Year 3 Quarter 1. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] This

demonstrates that the below errors by Verizon were not based on a valid interpretation of the tariffs, and that Verizon's related practices were unreasonable.

39. Each of the categories of Verizon's errors is described below, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

**1. Verizon Overcounted Equivalents of DS3 CLF Units in FMS LATAs**

40. This issue existed under the 2009 Service Agreement and under the 2014 Service Agreement during the first two quarters of that agreement while CenturyLink was using Verizon's Facilities Management Service ("FMS").<sup>48</sup> As discussed above, an accurate

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<sup>45</sup> Brown Decl. ¶ 8.

<sup>46</sup> Brown Decl. ¶ 30.

<sup>47</sup> *Id.* [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]  
[REDACTED] [[END

calculation of the quarterly credits required an accurate count of circuits that qualified as units. But for the FMS LATAs, Verizon incorrectly included in its count certain DS3 CLF circuits that did not qualify as units, and thus overcharged CenturyLink **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**<sup>49</sup>

41. **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** tariffs allowed Verizon to charge for DS3 CLF units only if: the circuit was associated with a qualifying Monthly Recurring Charge (“MRC”) and it had rate elements billing under a qualifying USOC specifically identified in the agreements and tariffs.<sup>50</sup> Thus, for example, a DS3 CLF qualifying service was required to have a specific class of service **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** and must have billed at least one of a specific list of USOCs (*e.g.*, 1A5LX).<sup>51</sup> **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**<sup>52</sup> **[[END CONFIDENTIAL]]**

42. On the **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** DS0 level, as required under the FMS **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** regardless of how many DS3s Verizon chose to ride. Yet Verizon erred by counting each of the DS3s as billing units when calculating the quarterly credit owed to CenturyLink. **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** *See* ¶ 65, *infra*.

<sup>49</sup> Brown Decl. ¶¶ 17-20.

<sup>50</sup> *See, e.g.*, Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(E); *see also* Brown Decl. ¶ 18.

<sup>51</sup> Brown Decl. ¶ 17-18.

<sup>52</sup> **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** *See, e.g.*, Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(F); *see also* Brown Decl. ¶ 17 n.18.



regime. However, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END

CONFIDENTIAL]] not have a qualifying MRC associated with them.<sup>54</sup>

43. Because [[BEGIN CONFIDENTIAL]] [REDACTED] [[END  
CONFIDENTIAL]] circuits were not units under the tariffs, CenturyLink could have taken the  
position that it was entitled to a credit that did not incorporate any DS3 CLF units in the FMS  
LATAs.<sup>55</sup> Instead, CenturyLink felt that Verizon was entitled to compensation based on its  
provision of the underlying services. In other words, CenturyLink could not fix Verizon's billing  
errors, but CenturyLink could determine the proper count for the equivalent number of [[BEGIN  
CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] circuits based on the number  
[[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] it actually used.<sup>56</sup>

[REDACTED] [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>53</sup> Brown Decl. ¶ 17.

<sup>54</sup> *Id.*

<sup>55</sup> Brown Decl. ¶ 18.

<sup>56</sup> *Id.*

<sup>57</sup> Ex. 22, Verizon FCC Tariff No. 1, Section 7.2.13(D)(11); *see In re Nynex Tel. Companies Tariff F.C.C. No. 1*, 8 FCC Rcd. 7684, 7684 n.3 (1993).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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<sup>58</sup> Brown Decl. ¶¶ 18-19.

<sup>59</sup> Brown Decl. ¶¶ 18-19.

<sup>60</sup> Brown Decl. ¶¶ 18-19, 29.

<sup>61</sup> Ex. 31.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]									
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

47. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>62</sup> Brown Decl. ¶ 18-19.

<sup>63</sup> Brown Decl. ¶ 18.

<sup>64</sup> Brown Decl. ¶¶ 18-19.

<sup>65</sup> Brown Decl. ¶¶ 33-68; Ex. 31.

[REDACTED] [[END  
CONFIDENTIAL]]

**2. Verizon Counted Units Without Qualifying USOCs or MRCs in the Quarterly Credit Calculation in Non-FMS LATAs**

48. In non-FMS LATAs, Verizon also erroneously included circuits that did not qualify as a unit under the tariffs.<sup>66</sup> Verizon included circuits that did not bill a qualifying USOC, or in some cases, did not bill USOCs at all.<sup>67</sup> As explained above, [[BEGIN  
CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] tariffs allowed Verizon to count units only if the circuit was associated with a Qualifying MRC and had rate elements billing under a qualifying USOC specifically identified in the agreements and tariffs.<sup>68</sup> [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END  
CONFIDENTIAL]]

[REDACTED] The qualifying USOCs and MRCs were for certain specific DS1 and DS3 services [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]<sup>70</sup> Despite these restrictions, Verizon erroneously counted units for services that were not purchased under the discount tariffs and did

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<sup>66</sup> Although similar in nature to the first error described, ¶¶ 40-47, *supra*, this error did not involve DS3 equivalent circuits under the FMS plan. *See* Brown Decl. ¶ 20.

<sup>67</sup> *See* Brown Decl. ¶¶ 20-23.

<sup>68</sup> *See, e.g.*, Ex. 14, Verizon FCC Tariff No. 1, § 21, Option 57(E)(2)(b) (listing the DS3 CLF qualifying USOCs).

<sup>69</sup> *See, e.g.*, Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(F).

<sup>70</sup> *See* Brown Decl. ¶¶ 20-23.

not have qualifying USOCs associated with them.<sup>71</sup> [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<sup>71</sup> See Brown Decl. ¶¶ 20-23.

<sup>72</sup> *Id.*

<sup>73</sup> Brown Decl. ¶¶ 20-24, 29.

51. [REDACTED]

[[END CONFIDENTIAL]]

### 3. Double-Counting of “Meet-Point” Circuits

52. “Meet-point circuits” refer to circuits that are provided to CenturyLink by two or more Verizon operating companies. [[BEGIN CONFIDENTIAL]] [REDACTED]

[[END CONFIDENTIAL]] and tariffs, DS3 CLF and CLS units are *individual* circuits irrespective of whether the units are billed on more than one billing account number.<sup>76</sup> [[BEGIN

---

<sup>74</sup> See, e.g., Exs. 4152: CLINKFAC0376, 377, 378, 379, 380, 421, 469, 505B, 610B, 765B, 766B, 797B. In each dispute submission, CenturyLink provided a letter that explained the errors to Verizon in the following manner:

[[BEGIN CONFIDENTIAL]] [REDACTED]

[[END CONFIDENTIAL]]

<sup>75</sup> See Brown Decl. ¶ 24, 29.

<sup>76</sup> See Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(B)(16), (19); Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55(B)(16), (19); Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29(B)(16), (19); Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(B)(9), (10); Ex. 18, Verizon

CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] Verizon double-counted meet-point circuits resulting in overcharges from the overstatement of the number of qualifying units [[BEGIN CONFIDENTIAL [REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

[REDACTED] Where an individual circuit spanned more than one BAN, Verizon would improperly count the individual circuit that spanned two BANs as two units. [[BEGIN

CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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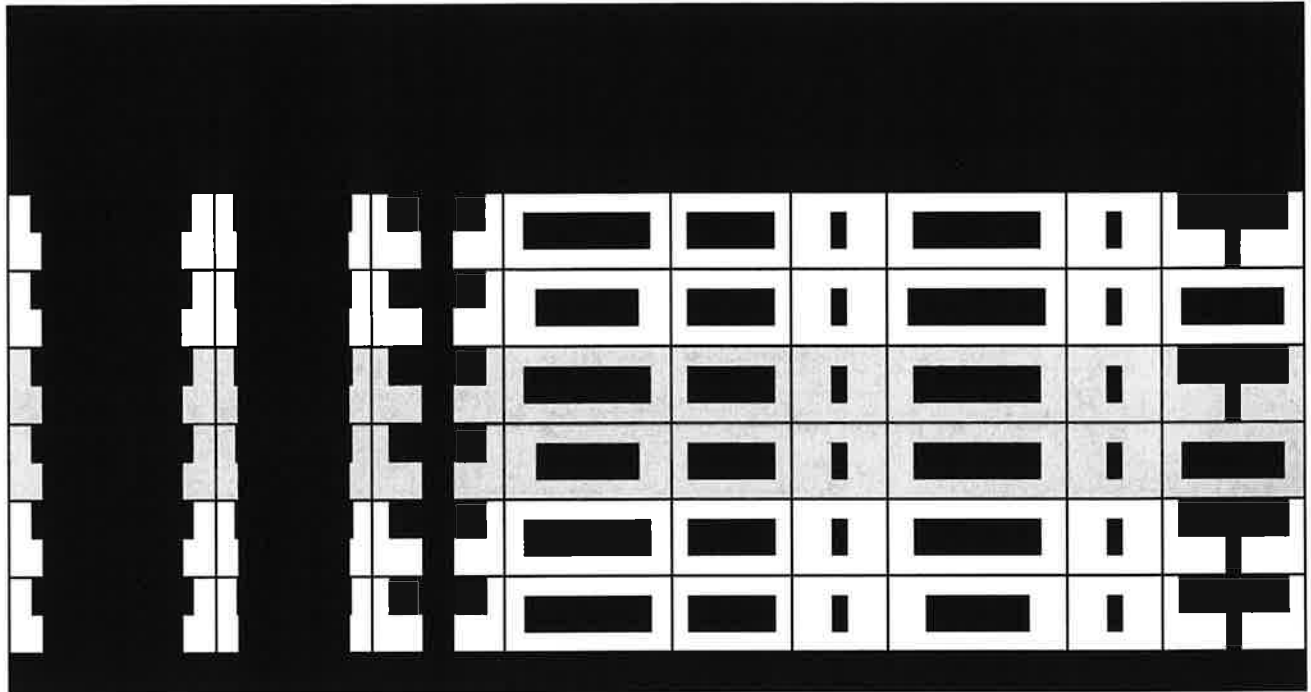
FCC Tariff No. 11 § 32, Option 65(B)(9), (10); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(B)(9), (10).

<sup>77</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(B)(16), (19).

<sup>78</sup> See Ex. 42, CLINKFAC0377; see also Brown Decl. ¶¶ 64-68.

<sup>79</sup> See dispute submissions for Exs. 42-45, CLINKFAC0377, 378, 379, 380; see also Brown Decl. ¶¶ 64-83.

<sup>80</sup> Brown Decl. ¶ 25, 29.



55. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

56. [REDACTED]

[[END CONFIDENTIAL]] issue is enclosed in the supporting Declaration of Tiffany Brown,

Tab C, ¶ 25.



**4. Misdesignating DS3 CLF Units as DS3 CLS Units**

57. Verizon incorrectly designated DS3 CLF circuits as DS3 CLS circuits, the latter of which are more expensive.<sup>81</sup> The tariffs defined a DS3 CLF Unit as “an individual Special Access DS3 Services circuit that has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPEPITBPADTK18)” and defined a DS3 CLS Unit as “an individual Special Access DS3 Services circuit that has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 95.HFGS.634683.NE).”<sup>82</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** [REDACTED]

but Verizon incorrectly included this circuit in the DS3 CLS unit count. That misdesignation resulted in additional overcharges to CenturyLink.<sup>84</sup>

58. Verizon reviewed its bills with respect to the March 2015 billing period and acknowledged that CenturyLink’s claim for this category appeared to have “partial” merit.<sup>85</sup> Yet Verizon’s acknowledged error amount was never credited to CenturyLink’s account. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>81</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

<sup>82</sup> Brown Decl. ¶ 26.

<sup>83</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

<sup>84</sup> Brown Decl. ¶ 29.

<sup>85</sup> Verizon Response, at 13.

[REDACTED] **[[END CONFIDENTIAL]]** where Verizon misdesignated DS3 CLF circuits as DS3 CLS Units.

59. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
**[[END CONFIDENTIAL]]** DS3 CLF misdesignation dispute is enclosed as the supporting Declaration of Tiffany Brown, Tab C, ¶ 26.

**5. Misdesignating DS0 Circuits as DS1 Units**

60. Verizon also incorrectly designated DS0 circuits as DS1 circuits in its pricing calculations. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**[[END CONFIDENTIAL]]** As a result of this practice, CenturyLink was overcharged for multiple DS0 circuits on the monthly invoices.

61. As a result of the erroneous billing of DS1 channel terminations on the monthly invoices, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>86</sup> Brown Decl. ¶¶ 27, 29.

<sup>87</sup> *Id.*

<sup>88</sup> *Id.*

<sup>89</sup> *Id.*

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

62. There are numerous examples of this error occurring. As with the circuit noted above, CenturyLink repeatedly informed Verizon of this type of error. [[BEGIN

CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

Instead, the circuit should have been billed as an FMS DS0 and included as one DS0 in the FMS DS3 CLF equivalent count.

63. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END

CONFIDENTIAL]] of Tiffany Brown, Tab C, ¶ 27, including specific circuit information and misdesignated DS0s.

#### **6. Failing to Optimize FMS for CenturyLink**

64. Separate and apart from the miscalculations discussed above, Verizon overcharged CenturyLink by billing CenturyLink for an improper and unreasonable number of circuits after Verizon failed in its obligations to route CenturyLink-dedicated circuits over the special access network in a manner that maximized network and economic efficiencies.

65. Under the FMS arrangement, Verizon assumed the responsibility to engineer and design CenturyLink's special access network in order "to maximize network efficiencies and to

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<sup>90</sup> See Ex. 42, CenturyLink Claim: CLINKFAC0377; *see also* Brown Decl. ¶¶ 64-68.

optimize economic efficiencies.”<sup>91</sup> Verizon’s FMS allowed customers to pay for special-access transport capacity at rates as if a customer had used the equivalent number of DS0s irrespective of whether these DS0s were provided on separate DS1 or DS3 circuits.<sup>92</sup> In other words, if a customer used only a portion of a DS1 or DS3 circuit, it would only pay for the portion of the circuit it actually used instead of for the full circuit.<sup>93</sup> **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]** This resulted in the billing of fully provisioned special access DS3s where

CenturyLink had *limited or no* use of the DS3s. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** Verizon’s dereliction of its

responsibility to optimize the network prior to **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>91</sup> See Ex. 22, Verizon FCC Tariff No. 1 Section 7.2.13(A); see also Ex. 25, Tariff No. 11 § 7.2.16(A).

<sup>92</sup> Ex. 22, Verizon FCC Tariff No. 1 Section 7.2.13(#) (a)-(c).

<sup>93</sup> A DS1 is comprised of 24 DS0 equivalents and a DS3 is comprised of 672 DS0 equivalents. Ex. 22, Verizon FCC Tariff No. 1, Section 7.2.13(D)(11); see *Nynex Tel. Companies Tariff F.C.C. No. 1*, 8 FCC Rcd. at 7684 n.3.

<sup>94</sup> Brown Decl. ¶ 124.

██████████ **[[END CONFIDENTIAL]]** resulted in substantial overbillings to CenturyLink for capacity that Verizon provisioned and CenturyLink did not need.

66. CenturyLink had no role in assigning the DS0s and DS1s it ordered to particular Verizon DS3s. Verizon made those decisions on its own, and without consulting with CenturyLink. Before and during this transition, Verizon did not calibrate the circuits CenturyLink was using to optimize circuit deployment efficiency as it was required to do.<sup>95</sup>

Verizon failed in its duty to optimize the network to reduce the total number of DS3s used. In the cases where there were no active DS1 riders on the DS3 CLF facilities, the DS3 facilities should not have been converted over to Special Access from FMS. In the cases where there were active riders, the DS3 CLF circuits should have been optimized by Verizon, prior to conversion. **[[BEGIN CONFIDENTIAL]]**

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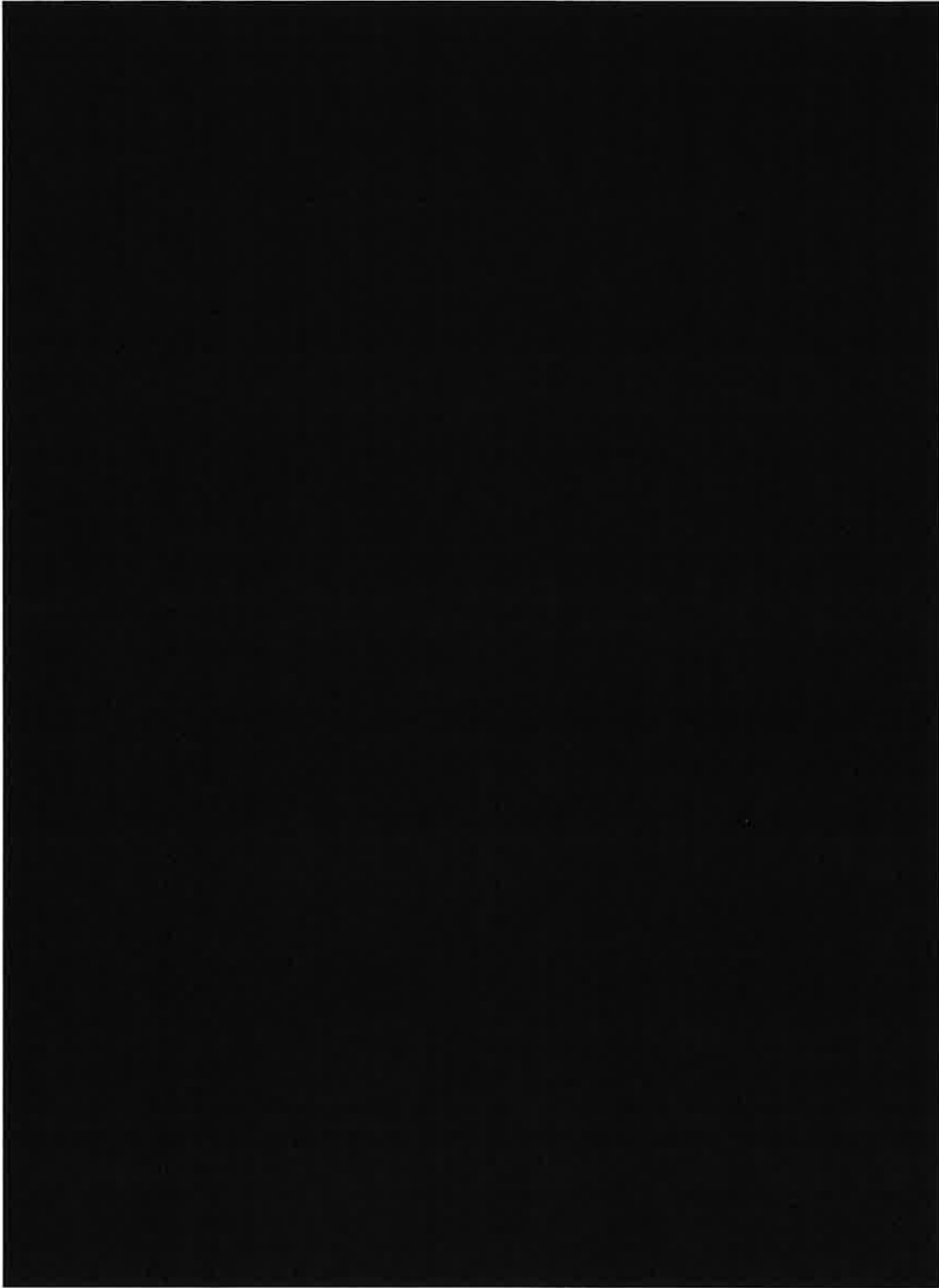
11/11/2016

[illegible]

<sup>95</sup> See Ex. 22, Verizon FCC Tariff No. 1 Section 7.2.13(A); *see also* Ex. 25, Verizon Tariff No. 11 Section 7.2.16(A).

<sup>96</sup> Brown Decl. ¶ 28.





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[[BEGIN CONFIDENTIAL]]



[[END CONFIDENTIAL]]

71. In each instance, Verizon rejected CenturyLink's dispute based on a claimed failure to include information deemed required by Verizon, even though only Verizon controlled this information and Verizon did not make it available until months after the disputes were allegedly required to be submitted.<sup>99</sup>

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<sup>99</sup> See, e.g., Brown Decl. ¶¶ 87-92; Welch Decl. ¶ 18.



72. The billing credits that ensured CenturyLink would receive the tariff rate were calculated on a quarterly basis. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]**

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>100</sup> See, e.g., Brown Decl. ¶¶ 9-14.

<sup>101</sup> See Ex. 46.04, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015, at 3.

<sup>102</sup> See Brown Decl. ¶¶ 35, 40, 42-43, 46-47, 58-59, 64-65, 69-70, 74-75, 79-80, 85-86, 94, 98, 103, 109, 114, 119.

<sup>103</sup> See, e.g., Brown Decl. ¶¶ 87-92; Welch Decl. ¶ 18.

<sup>104</sup> See Brown Decl. ¶ 84; *see also* Brown Decl. ¶¶ 33-122.

[illegible]

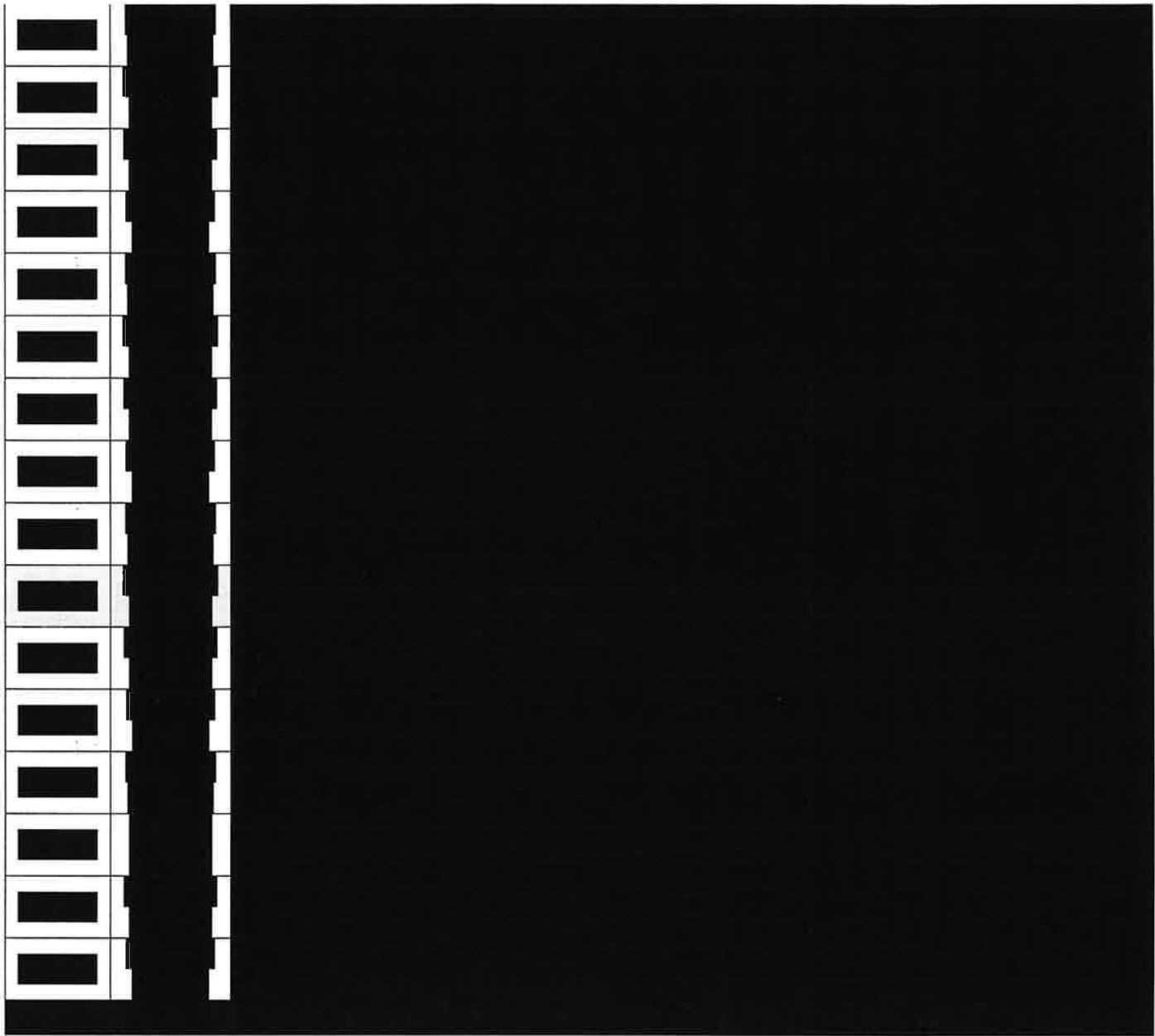
105 *See id.*

<sup>106</sup> Brown Decl. ¶ 100.

<sup>107</sup> We note that CenturyLink has never received circuit level detail for DS1s with mileage that would have been needed to validate the billing and associated credit calculations for these circuits. Based on the high-level information that CenturyLink did receive from Verizon, CenturyLink knows that Verizon was miscalculating these credits as well. However, because the amount in dispute would have been small, CenturyLink decided to not pursue the issue. Nevertheless, Verizon's failure to provide circuit-level detail for this category of service is emblematic of its systemic credit and dispute process failures. *See* Brown Decl. ¶ 13.

- 39 -





[[END CONFIDENTIAL]]

80. Below, CenturyLink provides two detailed descriptions of its frustrated attempts to lodge and process billing disputes with Verizon. A full description of each of CenturyLink's claims and its efforts to obtain refunds for Verizon's overcharges is set forth in the Declaration of Tiffany Brown, attached as Tab C.

81. **[[BEGIN CONFIDENTIAL]]**

<sup>115</sup> Brown Decl. ¶ 35.

[illegible][illegible]

<sup>116</sup> Brown Decl. ¶ 36.

<sup>117</sup> Ex. 3, 2009 Service Agreement, Ex B. § 7(e)(ii); Ex. 5, 2014 Service Agreement, Ex. B. § 8(c).

<sup>118</sup> Brown Decl. ¶ 37.

119 *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>120</sup> *Id.*

<sup>121</sup> *Id.*

<sup>122</sup> Brown Decl. ¶ 38.

<sup>123</sup> Brown Decl. ¶ 49.

<sup>124</sup> *Id.*

<sup>125</sup> *Id.*

<sup>126</sup> *Id.*



[illegible]

<sup>127</sup> Brown Decl. ¶ 50.

<sup>128</sup> Brown Decl. ¶ 50.

<sup>129</sup> Brown Decl. ¶ 51.

<sup>130</sup> Brown Decl. ¶ 50.

131 *Id.*

<sup>132</sup> Brown Decl. ¶ 50.

88. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END

**CONFIDENTIAL]]** Notably, it was not until receipt of the Informal Complaint that Verizon apparently investigated CenturyLink's longstanding dispute claims in a meaningful way, at which point Verizon indeed confirmed it had overcharged CenturyLink in at least some respects.<sup>136</sup>

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<sup>133</sup> Brown Decl. ¶ 101; *see* Ex. 40.22, Dispute Notice Letter from Patrick Welch (CenturyLink) to Verizon, *Re: Dispute Notice and Request for Informal Dispute Resolution*, dated Mar. 21, 2016.

<sup>134</sup> Brown Decl. ¶ 50.

<sup>135</sup> Brown Decl. ¶ 101; *see* Ex. 40.23, Response to Dispute Notice Letter from David Szol (Verizon) to Patrick Welch (CenturyLink), dated May 31, 2016.

<sup>136</sup> Verizon Response to Informal Complaint, at 13.

**b. Claim Submission for Credits Due for Services from June 2015 to August 2015 (2014 Service Agreement PY2Q2)**

[illegible]

\_\_\_\_\_

[REDACTED]

(S)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

<sup>137</sup> Brown Decl. ¶ 85.

138 *Id.*

<sup>139</sup> Brown Decl. ¶ 86.

140 *Id.*

141 *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>142</sup> *Id.*

<sup>143</sup> *Id.*

<sup>144</sup> Brown Decl. ¶ 90.

<sup>145</sup> *Id.*

[REDACTED]

93.

[REDACTED]

[[END CONFIDENTIAL]]

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<sup>146</sup> *Id.*

<sup>147</sup> *Id.*

<sup>148</sup> *Id.*

<sup>149</sup> Brown Decl. ¶ 91.

<sup>150</sup> Brown Decl. ¶ 92.

<sup>151</sup> *Id.*



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

97. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END

CONFIDENTIAL]]

[REDACTED] In Plan Year 3 of the 2014 Service Agreement, Verizon reverted to its strong arm tactics by withholding the entirety of the credits due for the plan year.<sup>158</sup> [[BEGIN

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<sup>155</sup> See Brown Decl. ¶ 91; Ex. 46.04, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015.

<sup>156</sup> Ex. 46.04, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015

<sup>157</sup> *Id.*

<sup>158</sup> [[BEGIN CONFIDENTIAL]] [REDACTED] [[END

CONFIDENTIAL]] Declaration of Tiffany Brown, at ¶¶ 102-122.

CONFIDENTIAL]]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>159</sup> Brown Decl. ¶ 121.

<sup>160</sup> *Id.*

<sup>161</sup> Brown Decl. ¶ 105, 111, 116.

<sup>162</sup> Brown Decl. ¶ 102-122. *See* 2014 Service Agreement, Ex. B, § 6. The tariffs exclude disputed amounts from Qualifying MRCs.



[REDACTED]

99. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END

CONFIDENTIAL]]

## II. DISCUSSION

100. Section 203 of the Act requires all carriers to file with the Commission a schedule of their charges, and the classifications, practices and regulations affecting such charges.<sup>165</sup> Under Section 203(c), a carrier can charge only the rates listed in that tariff, no more

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<sup>163</sup> Ex. 52.12, Email from Anne Grimm (CenturyLink) to Bradley Rhotenberry (Verizon), *[E] Verizon CSP PY3 Credits*, dated Jan. 23, 2018.

<sup>164</sup> See *supra* note 4.

<sup>165</sup> 47 U.S.C. § 203; *Richman Bros. Records, Inc. v. U.S. Sprint Commc'ns Co.*, 953 F.2d 1431, 1435 (3d Cir. 1991).

and no less.<sup>166</sup> Section 201(b) of the Act prohibits common carriers of interstate and foreign telecommunications carriers from engaging in unjust and unreasonable practices.<sup>167</sup>

101. Verizon's billing errors and related practices to impede or resist the dispute process constitute unjust, and unreasonable practices in violation of **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** the tariffs, and the Act. Specifically, Verizon's practices violated **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** tariffs, resulting in overcharges to CenturyLink in the following ways:

- overcounting equivalents for DS3 CLF units;
- including units without Qualifying USOCs in the quarterly credit calculation;
- double-counting meet-point circuits;
- misdesignating DS3 CLF units;
- misdesignating DS0 circuits as DS1 units; and
- failing to optimize circuit routing.

102. Furthermore, Verizon's incomplete credit calculation data, broken dispute submission process, and strong-arm dispute resolution practices prevented CenturyLink from disputing Verizon's billing errors and from obtaining the credits that it was rightfully owed. In this regard, Verizon's conduct also constitutes unjust and unreasonable practices. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>166</sup> 47 U.S.C. § 203(c)(1); *Qwest Corp. v. AT&T Corp.*, 371 F. Supp. 2d 1250, 1250-51 (D. Colo. 2005).

<sup>167</sup> 47 U.S.C. § 201(b).

██████████ [[END CONFIDENTIAL]] CenturyLink in an attempt to coerce CenturyLink to concur with Verizon's erroneous billing calculations. Under Section 203(c) and the filed rate doctrine, Verizon is required to charge CenturyLink rates consistent with the contract tariffs, and CenturyLink could not waive its right to receive the tariff credits.<sup>168</sup>

**A. Verizon Violated the Contract Tariffs and Overcharged CenturyLink**

103. As further discussed in the accompanying Legal Analysis, once its tariffs are filed with the Commission, Verizon is prohibited from receiving different or greater compensation than the compensation specified in the tariff, and from employing any practices affecting those charges except as specified in the schedule.<sup>169</sup> In other words, the parties are bound to the “substantive basis and terms of the actual sums to be charged and collected under the tariffs.”<sup>170</sup>

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<sup>168</sup> See *In re AT&T Services Inc. v. Great Lakes Comnet, Inc.*, 30 FCC Rcd. 2586, 2597 (2015) (“[T]he doctrines of waiver, estoppel, laches, and ratification do not preclude AT&T from challenging . . . rates, terms and practices under Sections 208 and 415 of the Act.”); *Int'l Telecommc'ns Exch. Corp. v. MCI Telecommc'ns Corp.*, 892 F. Supp. 1520, 1540-41 (N.D. Ga. 1995) (filed tariff doctrine precludes affirmative defenses available to defendant in standard contract dispute).

<sup>169</sup> 47 U.S.C. § 203(c). This provision is modeled after similar provisions in the Interstate Commerce Act, and shares its goal of preventing unreasonable and discriminatory charges. *American Tel. and Tel. Co. v. Central Office Tel., Inc.*, 524 U.S. 214, 222 (1998) (“[T]he century-old ‘filed rate doctrine’ associated with the ICA tariff provisions applies to the Communications Act as well.”).

<sup>170</sup> Known as the filed-rate or filed-tariff doctrine, the doctrine that ensures that the lawfully filed tariff controls with respect to the rate charged. See *Qwest Corp. v. AT&T Corp.*, 371 F. Supp. 2d at 1251. This includes contract tariffs. See, e.g., *Verizon Virginia LLC v. XO Commc'ns LLC*, 144 F. Supp. 3d 850, 857 (E.D. Va. 2015) (“Because the act of filing and agency approval trigger the filed rate doctrine, and because ‘contract tariffs’ are filed, they must be subjected to the same restraints on interpretation and relief applicable to standard tariffs.”); see also *MCI Telecommc'ns Corp. v. AT&T Co.*, 512 U.S. 218, 230 (1994) (explaining that overcharges are defined by reference to the filed rate, and the Act “allow[s] customers and competitors to challenge rates as unreasonable or as discriminatory”).

As filed rate doctrine cases have long made clear, the failure to remit credits due after a common carrier has charged the “full commercial” tariff rate constitutes an overcharge.<sup>171</sup>

104. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

105. As noted above, Verizon violated Section 203(c) by committing numerous billing errors, and as a result, failing to provide CenturyLink with the tariffed rate.

**B. Verizon’s Billing and Credit Practices Are Unjust and Unreasonable**

106. Under Section 201(b) of the Act, carriers’ practices must be “just and reasonable.”<sup>172</sup> Practices found to be unjust and unreasonable include violations of the Act, FCC regulations or guidance, or violations of general standards of transparency and fairness in billing practices.<sup>173</sup>

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<sup>171</sup> See Legal Analysis in Support of Formal Complaint, Argument § I(A); see also *Nat’l Carloading Corp. v. United States*, 221 F.2d 81, 83-84 (D.C. Cir. 1955) (acknowledging that the failure to apply credits to the standard rate constituted an overcharge); *Union Pac. R.R. Co., Inc. v. United States*, 524 F.2d 1343, 1359 (Ct. Cl. 1975) (same).

<sup>172</sup> 47 U.S.C. § 201(b).

<sup>173</sup> See Legal Analysis in Support of Formal Complaint, Argument § II; see also *In re Preferred Long Distance, Inc.*, 30 FCC Rcd. 13711, 13715 (2015) (“Section 201(b) prohibits carriers from engaging in unjust or unreasonable practices, whether pursuant to regulations or case-by-case adjudication.”); *In re Matter of Advantage Telecomms. Corp.*, 28 FCC Rcd. 6843, 6847 (2013) (Commission has found that the inclusion of unauthorized charges and fees on bills is an “unjust and unreasonable” practice under Section 201(b).); *In re Petition for Declaratory Ruling on Issues Contained in Count I of White v. GTE*, 16 FCC Rcd. 11558, 11562-63 (2001) (“Section 201 ... prohibit[s] deceptive practices that constitute unjust or unreasonable practices. If a carrier employs unreasonable practices, the carrier may be found to be in violation of Section 201(b) ... even if the rates and rate structures themselves are not unreasonable.”).

107. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END

CONFIDENTIAL]] Verizon engaged in unjust and unreasonable practices. CenturyLink raised its disputes within a reasonable time and supported them with extensive detail, including details about the same circuits counted in error quarter after quarter over the course of years. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

1. **Verizon's Failure to Abide by the Terms of the [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] Dispute Resolution Provisions Was an Unjust and Unreasonable Practice. [[END CONFIDENTIAL]]**
  - a. **Verizon Unreasonably Failed to Consider CenturyLink's Overcharge Disputes Even Though They Were Brought Within a Reasonable Time [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] Tariffs.**

108. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] In effect, Verizon prevented CenturyLink from receiving the correct tariffed rate.<sup>174</sup>

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<sup>174</sup> See Legal Analysis in Support of Formal Complaint, Argument § II(B).

[[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]] That very same section,

however, expressly contemplates resolution of [[BEGIN CONFIDENTIAL]]

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<sup>175</sup> See, e.g., Ex. 14, Verizon FCC Tariff 1, Section 21, Option 57(H)(5)(c), (f), (g) (“To the extent that the customer has any disputes, the customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) calendar day following the end of each Quarter.... Any amounts or Qualifying Services that are included in calculation of the Billing Credits will not be subject to any claims or disputes by the customer at any time in the future.... If the Telephone Company bills amounts after the determination of the Billing Credits that would have otherwise been included in the determination of the Billing Credits, there in no event will be any adjustment to the Billing Credits.... The Billing Credits as determined by the Telephone Company are not subject to dispute.”).

<sup>176</sup> Ex. 3, 2009 Service Agreement Section 7(e)(v) (emphasis added); see also Ex. 14, Verizon Tariff No. 1 Section 21, Option 57(H)(5)(e).

<sup>177</sup> Ex. 5, 2014 Service Agreement, Ex. B § 8(f).

<sup>178</sup> Ex. 5, 2014 Service Agreement, Ex. B § 8(g).

[illegible]

<sup>179</sup> Brown Decl. ¶¶ 119-21.

<sup>180</sup> Ex. 14, Verizon FCC Tariff 1, Section 21, Option 57(H)(5)(e).

<sup>181</sup> Ex. 4, MSA Attachment 13, § 9.2.

<sup>182</sup> See 2009 Service Agreement, Ex. B, Attachment 1; 2014 Service Agreement, Ex. B, Attachment 1; Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H); Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55(H); Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29(H); Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(G); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(G); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(G).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

113. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>183</sup> Ex. 2, Attachment 11, Section 15 (emphasis added), *see also* Ex. 4, Attachment 13, Section 9.4.

<sup>184</sup> *See* Brown Decl. ¶¶ 35, 40, 42-43, 46-47, 58-59, 64-65, 69-70, 74-75, 79-80, 85-86, 94, 98, 103, 109, 114, 119 (documenting emails from Verizon containing the quarterly credit reports).

<sup>185</sup> *See, e.g.*, Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(5)(b), (e); Tab B, § II.



[REDACTED]  
[REDACTED]  
[REDACTED] [[END  
CONFIDENTIAL]]

- b. Even If Verizon's Interpretation of the [[BEGIN  
CONFIDENTIAL]] [REDACTED] [[END  
CONFIDENTIAL]] Was Reasonable, Verizon Failed to Abide  
by those Same Dispute Resolution Provisions and Cannot Now  
Rely on Them to CenturyLink's Detriment.

[REDACTED] [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

<sup>186</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(5)(e).

<sup>187</sup> See Section I.C.7(a)-(b), *supra*.

<sup>188</sup> See Legal Analysis in Support of Formal Complaint, Argument § II(B)(1)(b).

<sup>189</sup> See Section I.C.7(a), *supra*.

<sup>190</sup> *Id.*

[REDACTED]

115.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

116. Further, Verizon had knowledge that CenturyLink was disputing Verizon's treatment or inclusion of specific circuits, but still failed to remedy this for subsequent periods. In many instances, CenturyLink had previously disputed the exact same circuit in the same circumstances.<sup>192</sup> Yet despite those numerous disputes giving clear and repeated notice of the issue, Verizon rejected the same disputes as untimely across multiple quarters, and refused to investigate its ongoing errors and breaches. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>191</sup> *Id.*

<sup>192</sup> See Sections I.C.2-4, *supra*; Legal Analysis in Support of Formal Complaint, Argument § § II(B)(1)(a). See also, e.g., CenturyLink Reply, at 6 (noting that CenturyLink disputed the same circuit miscount example across multiple quarters).

[REDACTED] **[[END CONFIDENTIAL]]** unjust and unreasonable practice, and demonstrates how Verizon's narrow and self-interested reading of a single dispute provision worked to undermine the benefit of the bargain for which CenturyLink had negotiated.

117. It is also evident that Verizon failed to undertake a proper review of CenturyLink's claims, despite receiving notice and proper documentation, until years after CenturyLink first filed its dispute. Verizon acknowledged that when it finally engaged in a substantive review of CenturyLink's claims—apparently for the first time after being served with CenturyLink's Informal Complaint—it discovered multiple errors in its billing.<sup>193</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** they show that Verizon failed to timely or seriously investigate CenturyLink's claims and thus failed to comply with the relevant dispute resolution requirements in the agreements or its own tariffs.<sup>194</sup>

118. Rather than undertake a good faith contemporaneous review of CenturyLink's disputes and supporting material, which would have identified at least some of CenturyLink's claimed overcharges (as Verizon has acknowledged), Verizon instead either rejected or stonewalled disputes while simultaneously refusing to release undisputed amounts. In total, the practices described above are indisputably unjust and unreasonable.

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<sup>193</sup> Verizon Response to Informal Complaint, at 13.

<sup>194</sup> See, e.g., Brown Decl. ¶¶ 52, 56; Welch Decl. ¶ 18.

**c. Verizon's Dispute Process Frustrated CenturyLink's Efforts to Identify and Challenge Verizon's Overcharges.**

██████████ In order for CenturyLink to be able to ensure that it actually received the tariff rate, CenturyLink had to have received billing and service information sufficient to allow it to identify errors and discrepancies prior to the purported dispute deadlines in the tariffs.<sup>195</sup>

**[[BEGIN CONFIDENTIAL]]**

120.

<sup>195</sup> See Legal Analysis in Support of Formal Complaint, Argument §§ II(B)(1)(b).

<sup>196</sup> Verizon’s consistently incorrect billing practices led to consistent overcharging, which is what CenturyLink is alleging here. CenturyLink cannot waive its right to be charged the correct amounts under the tariff. *See* Informal Complaint, at 2 n.2; *Qwest Corp. v. AT&T Corp.*, 371 F. Supp. 2d at 1251-52 (recounting cases espousing “that parties may not release or waive any claims arising under tariffs controlled by the doctrine”).

<sup>197</sup> See Brown Decl. ¶¶ 9-14.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

121. The practical consequence of these Verizon-imposed limitations was that CenturyLink had no choice but to express “concurrence” with Verizon’s stated credit calculation **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** before CenturyLink could analyze and challenge Verizon’s underlying data calculations for any factual errors.

122. Although CenturyLink expressed “concurrence” with Verizon’s math, it is important to not conflate this concurrence to a threshold numerical calculation **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** with CenturyLink’s agreement to Verizon’s underlying billing practices

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<sup>198</sup> See Brown Decl. ¶ 40.

<sup>199</sup> See Brown Decl. ¶ 59.

<sup>200</sup> See, e.g., Brown Decl. ¶ 84.

<sup>201</sup> See, e.g., Brown Decl. ¶ 89-90.

themselves, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] CenturyLink disputed  
the latter once it became aware of the billing discrepancies.

123. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

**2. Verizon's Withholding of Undisputed Credits Is an Unjust and Unreasonable Practice.**

124. CenturyLink's difficulties were exacerbated by the fact that [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] CenturyLink was forced to express

"concurrence" with Verizon's calculations in order [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]]<sup>203</sup>

125. A carrier cannot withhold credits and discounts after a customer has disputed its bill.<sup>204</sup> This practice is a violation of Section 201(b).<sup>205</sup> For example, in *NOS Commc'ns, Inc.*,

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<sup>202</sup> See *Heimeshoff v. Hartford Life & Acc. Ins. Co.*, 134 S.Ct. 604, 615 (2013); *LaMantia v. Voluntary Plan Adm'rs, Inc.*, 401 F.3d 1114, 1119 (9th Cir. 2005).

<sup>203</sup> See Legal Analysis in Support of Formal Complaint, Argument § § II(C).

<sup>204</sup> *In re NOS Commc'ns, Inc.*, 16 FCC Rcd. 8133, 8135 (2001).

<sup>205</sup> *Id.*

the FCC found a carrier's practice of misleading customers and then ignoring or prohibiting billing disputes to be unjust and unreasonable.<sup>206</sup> [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END

CONFIDENTIAL]] Verizon's withholding of the undisputed credits constituted an unjust and unreasonable act in violation of the agreements, the tariffs and Section 201(b).

**3. Failing to Provide a Reasonable Time in which CenturyLink Could Dispute Overcharges Is an Unjust and Unreasonable Practice.**

126. Verizon's billing practices associated with the tariffs are demonstrably unreasonable and in violation of Section 415 of the Act as well as Congressional policy, as further described in the Legal Analysis in Support of Formal Complaint, Argument § II(B)(1)(c). The policy underlying Section 415(c) is particularly important to consider in light of the circumstances here, which involved Verizon rejecting disputes on the grounds that it lacked information that was not available to CenturyLink until the subsequent credits posted, while refusing to substantively investigate clear billing and credit calculation errors when CenturyLink did provide such information. [[BEGIN CONFIDENTIAL] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] CenturyLink sought relief from overcharges within a reasonable period, and well within the time frame in § 415(c). By failing to consider these claims in a timely and substantive way, Verizon's conduct here goes against the essence of § 415(c) and is unjust and unreasonable. Rather than undertake a good

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<sup>206</sup> *Id.*

<sup>207</sup> 2009 Service Agreement, Ex. B § 7(g); 2014 Agreement, Ex. B § 7(d).

faith contemporaneous review of CenturyLink's disputes and supporting material, which would have identified the overcharges Verizon now acknowledges, among others, Verizon instead either rejected or stonewalled disputes while simultaneously refusing to release undisputed amounts. Those practices were and remain unjust and unreasonable.

## **COUNT I**

### **(Violation of Tariff Rates, Section 203(c), 47 U.S.C. § 203(a) & (c))**

127. CenturyLink incorporates, repeats, and realleges all of the preceding paragraphs stated above, and incorporates them by reference as though fully set forth herein.

128. Section 203(a) of the Act states that “[e]very common carrier . . . shall . . . file with the Commission . . . schedules showing all charges . . . for interstate and foreign wire or radio communication between the different points on its own system, and between points on its own system and points on the system of its connecting carriers or points on the system of any other carrier subject to this chapter when a through route has been established . . . and showing the classifications, practices, and regulations affecting such charges.”<sup>208</sup>

129. Section 203(c) provides that “[n]o carrier, unless otherwise provided by or under authority of this chapter, shall engage or participate in such communication[s] unless schedules have been filed and published in accordance with the provisions of this chapter and with the regulations made thereunder; and no carrier shall (1) charge, demand, collect, or receive a greater or less or different compensation for such communication, or for any service in connection therewith, between the points named in any such schedule than the charges specified in the schedule then in effect, or (2) refund or remit by any means or device any portion of the charges

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<sup>208</sup> 47 U.S.C. § 203(a).



so specified, or (3) . . . employ or enforce any classifications, regulations, or practices affecting such charges, except as specified in such schedule.”<sup>209</sup>

130. Verizon has violated its obligation under the Act to charge for service and provide credits in accordance with its tariffs.

131. Specifically, Verizon received greater compensation than allowed under the tariffs and Section 203(c) by erroneously billing for:

- DS3 CLF units in excess of those used under FMS;
- Units without USOCs;
- Double-counted meet-point circuits;
- DS3 CLF units that were misdesignated as DS3 CLS units;
- DS0 that were misdesignated DS1 units; and
- Units for which it had failed to optimize circuit routing prior to the expiration of the FMS.

132. Verizon further failed to remit credits in amounts compensating CenturyLink for the erroneously billed units.

133. Verizon has also employed unjust and unreasonable practices that affected the proper charges under the tariff in violation of Section 203(c), including by withholding undisputed amounts until CenturyLink was compelled to “concur” in erroneous credit amounts, and by failing to provide complete and timely credit calculation information necessary for the disputes.

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<sup>209</sup> 47 U.S.C. § 203(c) (emphasis added).

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134. For the foregoing reasons, Verizon has (1) received compensation for tariffed services greater than the charges specified in the tariffs; (2) remitted only a portion of these charges in violation of the tariffs; (3) employed practices affecting such charges in ways not specified in these tariffs; and (4) billed charges and failed to credit amounts pursuant to its tariffs in violation of Section 203(c).

135. As a direct and proximate result of Verizon's violations of the Act, CenturyLink has been improperly overcharged, and has failed to receive credits due, and is thus entitled to compensation for all amounts for which it failed to receive proper credits, plus interest.

**COUNT II**

**(Unjust and Unreasonable Practices, Section 201, 47 U.S.C. § 201(b))**

136. CenturyLink incorporates, repeats, and realleges all of the preceding paragraphs stated above, and incorporates them by reference as though fully set forth herein.

137. Under Section 201(b) of the Act, "[a]ll charges, practices, classifications, and regulations for and in connection with [an interstate or foreign] communication service, shall be just and reasonable ...[.]"<sup>210</sup>

138. Verizon's failure to issue credits due to CenturyLink for the use of the special access services violates the contract tariffs, and is unjust and unreasonable in the following ways.

139. *First*, Verizon unjustly and unreasonably received compensation greater than that allowed under the tariffs—a violation Section 203(c) as noted above, and consequently, a violation of Section 201(b) of the Act. Specifically, Verizon failed to charge the tariff rates and failed to optimize its circuits under the FMS.

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<sup>210</sup> 47 U.S.C. § 201(b).

140. *Second*, Verizon's erroneous billing and credit practices are unjust and unreasonable practices in violation of Section 201(b) irrespective of if they also violate Section 203(c)—Verizon is obligated to correctly bill for services provided and is obligated to give credits as indicated under the tariffs, neither of which it did.

141. *Third*, Verizon's failure to optimize circuits, as it was obligated to do, prior to CenturyLink transitioning off of FMS, constitutes an unjust and unreasonable practice.

142. *Fourth*, Verizon unjustly and unreasonably prevented CenturyLink from disputing overcharges by:

- Failing to provide sufficient information within a reasonable time about its services, billing, and credits from which CenturyLink could discern discrepancies.

[[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED]  
• [REDACTED]  
[REDACTED] [[END  
CONFIDENTIAL]]

143. *Fifth*, Verizon unjustly and unreasonably failed to consider CenturyLink's claims and failed to correct known errors, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END  
CONFIDENTIAL]] even though Verizon received notice of such disputes within the two-year limitations period in Section 415 of the Act.

144. *Sixth*, Verizon unjustly and unreasonably withheld undisputed credits owed to CenturyLink.

145. For the foregoing reasons, Verizon's practices and charges are unjust and unreasonable in violation of Section 201(b) of the Act.

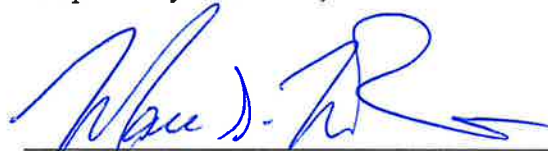
146. As a direct and proximate result of Verizon's violations of the Act, CenturyLink has been unjustly and unreasonably denied credits due, and is thus entitled to complementation for all amounts for which it failed to receive proper credits, plus interest.

### III. PRAYER FOR RELIEF

147. Accordingly, CenturyLink requests the Commission to (1) find that Verizon has violated its filed tariffs and contract tariffs as well as Sections 201(b) and 203(c) of the Act; (2) find that Verizon is obligated to refund to CenturyLink the overcharged amount, **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** as set forth above (plus interest and attorney's fees) pursuant to the tariffs and the filed tariff doctrine; and (3) direct Verizon to pay those amounts.

Dated: February 26, 2018

Respectfully submitted,



Marc S. Martin  
Brendon P. Fowler  
Michael A. Sherling  
PERKINS COIE LLP

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<sup>211</sup> See 47 C.F.R. § 1.722(a), (b), (h). For a computation of damages, see ¶¶ 36, 40-69, *supra*. As discussed in Footnote 4, *supra*, Verizon has indicated that it will pay CenturyLink the undisputed amount of **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** by the end of February 2018. If this amount is not paid by Verizon, then CenturyLink's request in this paragraph 147 would be inclusive of both the overcharged amount of **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** and the undisputed amount of **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 26, 2018 pursuant to the Protective Order and the February 9, 2018 Letter Ruling, I caused a copy of the foregoing Formal Complaint, as well as all accompanying materials, to be served as indicated below to the following:

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Enforcement Bureau  
Federal Communication Commission  
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Respectfully submitted,

  
\_\_\_\_\_  
Michael A. Sherling

Tab A



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**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC f/k/a Qwest	)	
Communications Company, LLC,	)	
	)	
Complainant,	)	Docket No. 10-33
v.	)	File No. EB-16-MDIC-0015
	)	
Verizon Services Corp.; Verizon Virginia LLC;	)	
Verizon Washington, D.C., Inc.; Verizon Maryland	)	
LLC; Verizon Delaware LLC; Verizon Pennsylvania	)	
LLC; Verizon New Jersey Inc.; Verizon New York	)	
Inc.; Verizon New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**LEGAL ANALYSIS IN SUPPORT OF CENTURYLINK COMMUNICATIONS, LLC'S  
FORMAL COMPLAINT**

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February 26, 2018

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## **INTRODUCTION**

Pursuant to Section 208 of the Communications Act (“Act”), 47 U.S.C. § 208, and Section 1.721(a)(6) of the Federal Communications Commission’s (“Commission” or “FCC”) rules, 47 C.F.R. § 1.721(a)(6), Complainant CenturyLink Communications, LLC (“CenturyLink”) hereby submits this Legal Analysis in support of its Formal Complaint filed against the above-captioned Verizon entities (individually and collectively, “Verizon.”). As set forth in more detail in CenturyLink’s Formal Complaint, CenturyLink brings this proceeding to recover overcharges by Verizon for tariffed special access services. This brief contains CenturyLink’s legal analysis of the issues in the Formal Complaint, and supplements the analysis set forth in the Formal Complaint and other materials submitted herewith.

## **BACKGROUND**

### **I. THE COMMISSION’S REGULATION OF SPECIAL ACCESS SERVICES.**

#### **A. Special Access Services.**

Special access services refer to “dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections,” including DS1 and DS3 interoffice facilities and channel terminations between an incumbent local exchange carrier’s (“ILEC”) serving wire center and end user channel terminations.<sup>1</sup> Businesses like CenturyLink use special access services to enable secure and reliable transfer of data, for example, to create private or virtual private networks or resell service to their own customers.

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<sup>1</sup> *In re Business Data Services in an Internet Protocol Environment*, 32 FCC Rcd. 3459, 3463, ¶ 6 (2017).

The Commission subjects the provision of special access services by ILECs to certain dominant carrier safeguards. Although these safeguards have been relaxed through forbearance,<sup>2</sup> providers of special access services like Verizon are still subject to the requirements of the Act. The providers must charge and receive compensation only at the rates described in their filed tariffs.<sup>3</sup> They also must not engage in unjust or unreasonable practices.<sup>4</sup>

**B. Verizon's Violation of the Tariffs.**

Verizon's improper billing calculation and deployment of circuit units in excess of the applicable rates violated the agreements and Verizon's tariffs, resulting in overcharges to CenturyLink under 47 U.S.C. § 415(g).<sup>5</sup> Specifically, as explained below and in the supporting Declaration of Tiffany Brown, Verizon violated its tariffs and overcharged CenturyLink by miscalculating and double-counting certain DS3 CLF units, including units without a qualifying USOC in the quarterly credit calculations, misdesignating circuits and wrongly charging for partially used DS3 circuits. Verizon also overcharged CenturyLink by failing to optimize CenturyLink-dedicated circuits that Verizon had inefficiently spread across numerous DS3

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<sup>2</sup> *Id.*, ¶ 8.

<sup>3</sup> 47 U.S.C. § 203(c); *see Tariff Investigation Order and Further Notice of Proposed Rulemaking*, WC Docket No. 16-143, No. 15-247, No. 05-25, RM-10593, FCC 16-54, ¶¶ 25, 440, 515-6 (2016) (noting that Verizon's deemed grant of Title II forbearance excludes TDM special access services). For the time periods at issue in this dispute, Verizon provided special access services to CenturyLink under its tariffs filed with the Commission.

<sup>4</sup> 47 U.S.C. § 201(b).

<sup>5</sup> *See, e.g., Brown v. MCI WorldCom Network Servs., Inc.*, 277 F.3d 1166 (9th Cir. 2002); *AT&T Corp. v. Beehive Tel. Co.*, No. 2:08CV941, 2010 WL 376668 (D. Utah Jun. 26, 2010); *Viking Commc'ns, v. AT&T Corp.*, No. 05-1078(GEB), 2005 WL 2621919 (D.N.J. Oct. 14, 2005).

facilities. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]<sup>6</sup> [[END CONFIDENTIAL]]

CenturyLink repeatedly notified Verizon of the overcharges in writing. However, Verizon responded to CenturyLink's dispute notices either by rejecting them with minimal explanation, or remaining silent.<sup>7</sup> Verizon also did not provide sufficient information for CenturyLink to identify and dispute Verizon's errors within the time periods Verizon asserted should apply, and Verizon refused to release large *undisputed* credit amounts when CenturyLink tried to dispute portions of the credit calculations or circuit counts.<sup>8</sup> These practices unjustly and unreasonably prejudiced CenturyLink's ability to enforce its rights under the tariffs and agreements. Verizon's refusal to release undisputed credit amounts [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] is patently

unreasonable, and contrary to the agreements and related tariffs.<sup>9</sup> Verizon's strong-arm tactics, if not rejected by the Commission, would allow Verizon license to overcharge customers of tariffed services and then coerce them into accepting those overcharges with no recourse. Doing so would destroy any force of effect of the governing tariffs and the intent of the common carrier provisions of the Act.

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<sup>6</sup> See, e.g., Brown Decl. ¶ 29.

<sup>7</sup> CenturyLink's overcharge disputes were also timely presented in writing within the initial two-year period under 47 U.S.C. § 415(c), and thus remain timely following Verizon's subsequent denials or silence. See, e.g., *AT&T Corp. v. Beehive Tel. Co.*, 2010 WL 376668, at \*21; *Viking Commc'ns, Inc.*, 2005 WL 2621919, at \*8.

<sup>8</sup> See, e.g., Brown Decl. ¶¶ 34, 85, 88, 93, 97, 102-118, 121.

<sup>9</sup> See, e.g., *Great Lakes Commc'n Corp. v. AT&T Corp.*, No. C13-4117-DEO, 2014 WL 2866474, at \*25 (N.D. Iowa June 24, 2014) (requirement that party agree to overcharges prior to disputing amounts is unreasonable).



ARGUMENT

**I. VERIZON VIOLATED SECTION 203(C) OF THE ACT BY CHARGING CENTURYLINK GREATER AMOUNTS THAN ALLOWED UNDER THE TARIFFS.**

The Act requires Verizon to file its tariffs with the Commission.<sup>10</sup> Once these tariffs are in effect, Verizon is prohibited from (1) receiving greater compensation for any communication between the points named in any such schedule than the charges specified in the tariff, (2) remitting by any means or device any portion of the charges other than as specified in the tariff, and (3) employing or enforcing any classifications, regulations, or practices affecting the charges except as specified in the tariff.<sup>11</sup> This is known as the filed tariff (or filed rate) doctrine, which ensures that the lawfully filed tariff controls with respect to the rate charged.<sup>12</sup> The filed tariff doctrine likewise applies to filed contract tariffs, and includes not only rates or charges, but other terms and conditions related to the services as well.<sup>13</sup> Verizon has violated the doctrine in multiple ways, resulting in extensive and impermissible overcharges to CenturyLink.

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<sup>10</sup> 47 U.S.C. § 203(a).

<sup>11</sup> 47 U.S.C. § 203(c). Verizon filed the contract tariffs related to the two service agreements on May 15, 2009 (Transmittal No. 1016) and February 12, 2014 (Transmittal No. 1261). Exs. 28, 29.

<sup>12</sup> See *Qwest Corp. v. AT&T Corp.*, 371 F. Supp. 2d 1250, 1251 (D. Colo. 2005) (“Under the interstate Commerce Act, the rate of the carrier duly filed is the only lawful charge, [d]eviation from it is not permitted upon any pretext.... ignorance or misquotation of rates is not an excuse for paying or charging either less or more than the rate filed. This rule is undeniably strict, and it obviously may work hardship in some cases, but it embodies the policy which has been adopted by Congress in the regulation of interstate commerce in order to prevent unjust discrimination.”) (quoting *Louisville & N. R. Co. v. Maxwell*, 237 U.S. 94, 97 (1915)).

<sup>13</sup> See, e.g., *Verizon Virginia LLC v. XO Commc’ns, LLC*, 144 F. Supp. 3d 850, 867 (E.D. Va. 2015) (“Because the act of filing and agency approval trigger the filed rate doctrine, and because ‘contract tariffs’ are filed, they must be subjected to the same restraints on interpretation and relief applicable to standard tariffs.”); *Global NAPS, Inc. v. Verizon New England, Inc.*, 327 F.

**A. Verizon's Refusal to Pay Tariff Credits and Withholding of Undisputed Amounts Constitute Overcharges.**

An "overcharge" is a charge "for services in excess of those applicable thereto under the schedules of charges lawfully on file with the Commission." 47 U.S.C. § 415(g). The FCC has recognized that a complaint based on "overcharges" necessarily implicates the prohibition against a carrier receiving greater or different compensation than the charges specified in the tariff as set forth in 27 U.S.C. § 203(c).<sup>14</sup> The prohibition on overcharges has been broadly interpreted to encompass any compensation received by a carrier that is different from that allowed under the tariff in question, including all of the terms and conditions contained in the

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Supp. 2d 290, 301 (D. Vt. 2004) (filed rate doctrine also applies to non-price aspects of the services).

<sup>14</sup> See *In re Municipality of Anch.*, 4 FCC Rcd. 2472, 2474 ¶ 16 (1989) (noting that where a LEC "insist[s] on receiving greater compensation for interstate communication" than allowed by its tariff, the aggrieved party has a valid overcharge claim under Section 203); *PAETEC v. MCI Commc'ns Services, Inc.*, 712 F. Supp. 2d 405, 416-418 (E.D. Pa. 2010) (where LEC set composite rate to combined local and tandem switching, it "charged a rate in excess of the maximum rate allowed" for its direct trunking services and thus claims for the excess amount "are, in essence, claims for overcharges."); see also 47 U.S.C. § 203(c) (no carrier shall "charge, demand, collect, or receive a greater or less or different compensation . . . than the charges specified in the schedule then in effect.").

tariff.<sup>15</sup> In analogous situations, courts have determined that failures to remit credits due upon “full commercial” tariffed charges constitute an overcharge.<sup>16</sup>

That the term “overcharges” encompasses total compensation greater than that contemplated by the tariff is further supported by Section 415’s legislative history, which distinguishes “overcharges” under Section 415(c) from claims for other types of “damages” under Section 415(b). The House Committee on Interstate and Foreign Commerce has clarified that Section 415(c) applies to sums retained by the carrier in excess of the tariffed rates while Section 415(b) applies to “actions for damages not based on overcharges, such as actions claiming tariff charges are unjust, unreasonable, unduly discriminatory, or otherwise contrary to the provisions of the Communications Act.”<sup>17</sup>

The agreements and tariffs at issue in the Formal Complaint make clear that [[BEGIN  
CONFIDENTIAL]] [REDACTED]

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<sup>15</sup> See, e.g., *Brown*, 277 F.3d at 1171-72 (claim that customer was billed for extra phone lines constituted a claim to enforce a tariff, i.e., a claim to recover overcharges); *AT&T Corp. v. Beehive Tel. Co.*, 2010 WL 376668, at \*5, \*21 (where tariff permitted only one charge per access minute but carrier impermissibly charged three times, AT&T’s claim was for recovery of “overcharges”); *Viking Commc’ns, Inc. v. AT&T Corp.*, 2005 WL 2621919, at \*1 (allegation that defendant charged “rates that differed from those described in the Agreement” between the parties constituted a claim for recovery of “overcharges”); *In re Mocatta Metals Corp.*, 44 F.C.C.2d 605, 607 (1973) (where customer refused to pay for charges related to an allegedly inoperable communication system, the claim was for recovery of “overcharges”).

<sup>16</sup> *Natl Carloading Corp. v. United States*, 221 F.2d 81, 82-83 (D.C. Cir. 1955) (acknowledging that the failure to apply credits to the standard rate constituted an overcharge); *Union Pac. R.R. Co., Inc. v. United States*, 524 F.2d 1343, 1359 (Ct. Cl. 1975) (same); *American Tel. and Tel. Co. v. Central Office Telephone, Inc.*, 524 U.S. 214, 222 (1998) (“the century-old ‘filed rate doctrine’ associated with the ICA tariff provisions applies to the Communications Act as well.”).

<sup>17</sup> See H.R. Rep. 93-1421 (1974), reprinted in 1974 U.S.C.C.A.N. 6310, 6311.

[[END CONFIDENTIAL]] tariffed rate.<sup>18</sup> [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END

CONFIDENTIAL]]<sup>19</sup> Verizon's tariff transmittals likewise explained that the purpose of the tariff option was so that "the customer can receive billing credits on certain access services when the customer satisfies certain eligibility requirements and other conditions as further described in the attached tariff pages."<sup>20</sup>

Verizon's failure to provide the correct credits under the contract tariffs is a deviation from the tariffed rate in violation of Section 203(c).<sup>21</sup> By not providing those credits, Verizon charged more than what was provided for in the contract tariffs. CenturyLink seeks to enforce

[[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] which incorporate by reference Verizon's Tariff No. 1

<sup>18</sup> See Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H); Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55(H); Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29(H); Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(G); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(G); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(G).

<sup>19</sup> Ex. 5, 2014 Service Agreement, Ex. B, Section 1 (emphasis added); see also Ex. 3, 2009 Service Agreement, Exhibit B, Section 1 (same).

<sup>20</sup> Ex. 29, Verizon Telephone Companies, Transmittal No. 1261 (February 12, 2014), at 2; see also Ex. 28, Transmittal No. 1016 (May 15, 2009) ("With this Option, the customer can receive Quarterly Billing Credits and other benefits when the customer maintains certain billed volumes of Special Access Qualifying Services that are included in this new Option, and meets other criteria as specified in the attached tariff pages.").

<sup>21</sup> See, e.g., *Qwest Corp. v. Public Serv. Comm'n of Utah*, No. 2:05CV00104PGC, 2006 WL 842891, \*3-4 (D. Utah Mar. 28, 2006) (deviation from the tariffed rates is not permitted under any pretext).

(among other tariffs).<sup>22</sup> Because this dispute seeks to enforce Verizon's Tariff No. 1 and the contract tariffs as well as recover compensation that Verizon has retained in excess of its tariffs, CenturyLink's claim is a claim for "overcharges" under Sections 415(c) and (g).

**B. CenturyLink's Notice to Verizon of These Overcharges Serves to Toll the Limitations Period Under Section 415(c).**

Under 47 U.S.C. § 415(c), the statute of limitations for a complaint based on an overcharge is two years from the date of the overcharge, unless the complaining party submits a written claim to the carrier within two years, in which case the statute of limitations does not run until two years after the claim is denied in writing by the carrier. To trigger this two-year extension of the limitations period under Section 415(c), claims for overcharges must be presented "in writing" to the carrier within two years of the time a cause of action accrues, that is, two years from the date the wronged party had notice of the overcharges.<sup>23</sup> The writing must give sufficient notice of the claim to the carrier.<sup>24</sup> Here, CenturyLink's timely submissions to Verizon describing the disputes **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** suffice as a "writing," sufficient to give Verizon notice of CenturyLink's claims. Each submitted claim was substantive and provided extensive detail regarding the nature and facts of CenturyLink's disputes. As set forth in the table below,

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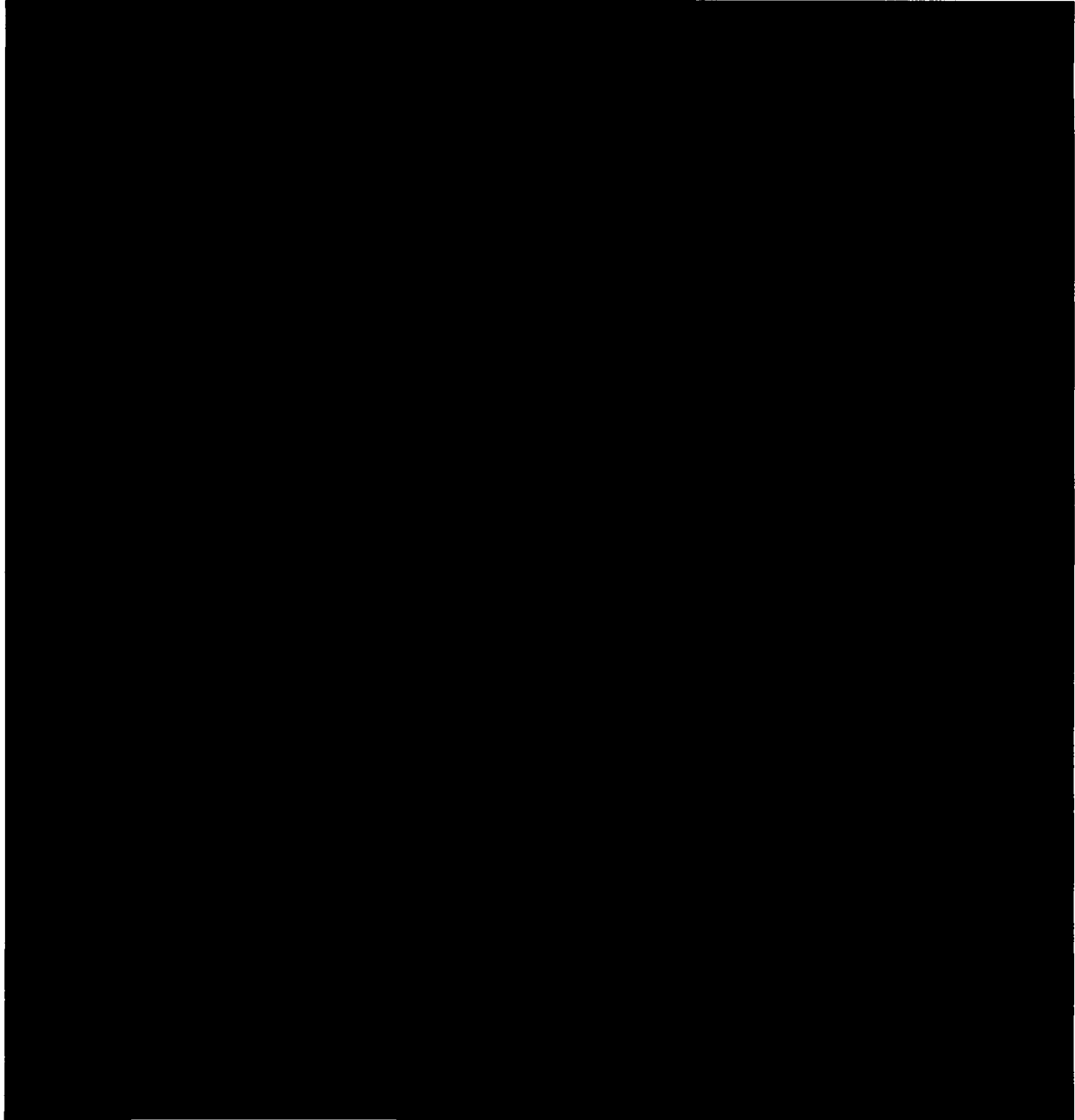
<sup>22</sup> Ex.1, MSA; Ex. 2, Attachment 11; Ex. 3, 2009 Service Agreement; Ex. 4, Attachment 13; Ex. 5, 2014 Service Agreement; *see* Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57; Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55; Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29; Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65; Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65; Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34.

<sup>23</sup> 47 U.S.C. § 415(C).

<sup>24</sup> *See AT&T Corp. v. Beehive Tel. Co.*, 2010 WL 376668, at \*\*21-22 (email correspondence describing billing dispute sufficient to give notice of claim).

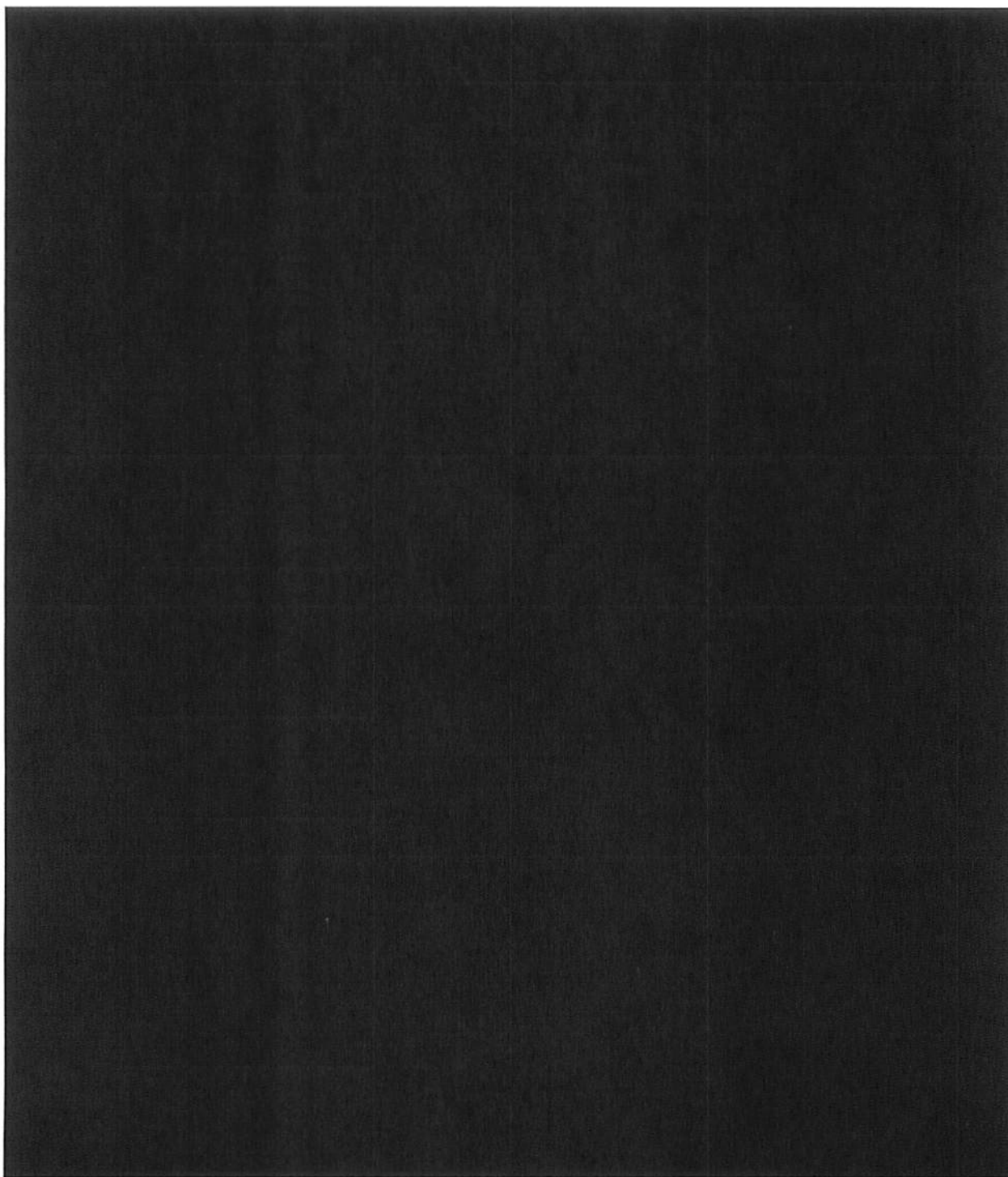
CenturyLink's claims and the filing of its Informal Complaint were timely under Section 415(c) based on Verizon's denials.

**Table of CenturyLink-Verizon Claims**<sup>25</sup> **[[BEGIN CONFIDENTIAL]]**



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<sup>25</sup> See Brown Decl. ¶¶ 33-129.



[[END CONFIDENTIAL]]

As described in more detail *infra*, Verizon acted unjustly and unreasonably by attempting to prevent CenturyLink from disputing overcharges within a reasonable time and by invoking an untenable reading of the agreements and the tariffs.

**II. VERIZON'S PRACTICES OF OVERCHARGING AND OF HINDERING CENTURYLINK'S ABILITY TO DISPUTE OVERCHARGES ARE UNJUST AND UNREASONABLE UNDER SECTION 201(B) OF THE ACT.**

Under Section 201(b) of the Act, carriers' practices in providing services must be "just and reasonable."<sup>26</sup> What constitutes a violation of Section 201(b) varies by nature of the unjust or unreasonable practice, at times involving a specific violation of the Act and at times involving general considerations of fairness.<sup>27</sup> The Commission has "broad authority over unjust and unreasonable practices for and in connection with communication services."<sup>28</sup> In enacting Section 201(b), "Congress did not enumerate or otherwise limit the specific practices to which

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<sup>26</sup> 47 U.S.C. § 201(b) (2017).

<sup>27</sup> See, e.g., *Earthlink, Inc. v. SBC Commc'ns Inc.*, 31 FCC Rcd. 4311, 4326 (2016) (acknowledging the general reasonableness standards contained in Sections 201(b) and 202(a) of the Act).

<sup>28</sup> *In re Bus. Disc. Plan, Inc.*, 15 FCC Rcd. 24396, 24399, ¶ 8 (2000) (internal quotation marks omitted).



this provision applies” and instead granted the Commission “general authority to address such practices as they might arise in a changing telecommunications marketplace.”<sup>29</sup>

In other words, the FCC may bring enforcement actions for violations of the Act or in cases even where a complainant has not alleged violations of specific statutes or regulations.<sup>30</sup> The FCC applies a general standard of transparency and fairness in billing practices,<sup>31</sup> as such, the FCC has determined that unjust and unreasonable practices can take a number of forms, including billing customers for unauthorized charges and charging amounts that conflict with the mutually understood scope of a contract.<sup>32</sup> Given Verizon’s charges in excess of the tariffed rates and its actions to frustrate CenturyLink’s ability to dispute these overcharges, Verizon’s acts and practices in this case are unjust and unreasonable.<sup>33</sup>

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<sup>29</sup> *Id.*

<sup>30</sup> See, e.g., *In re Preferred Long Distance, Inc.*, 30 FCC Rcd. 13711, 13715 (2015) (“Section 201(b) prohibits carriers from engaging in unjust or unreasonable practices, whether pursuant to regulations or case-by-case adjudication.”).

<sup>31</sup> *In re Petition for Declaratory Ruling on Issues Contained in Count I of White v. GTE*, 16 FCC Rcd 11558, 11562-63 (2001) (“If a carrier employs unreasonable practices, the carrier may be found to be in violation of Section 201(b) . . . even if the rates and rate structures themselves are not unreasonable.”).

<sup>32</sup> *In re Bell Atlantic-Delaware, Inc.*, 15 FCC Rcd. 20665, 20665-66 (2000).

<sup>33</sup> *In re Matter of Advantage Telecomms. Corp.*, 28 FCC Rcd. 6843 (2013) (finding that telecommunications corporation violated § 201(b) by placing unauthorized charges on bills); *In re Petition for Declaratory Ruling on Issues Contained in Count I of White*, 16 FCC Rcd. at 11562-63 (“Section 201... prohibit[s] deceptive practices that constitute unjust or unreasonable practices. If a carrier employs unreasonable practices, the carrier may be found to be in violation of Section 201(b) ... even if the rates and rate structures themselves are not unreasonable.”).

**A. Verizon's Overcharges in Violation of Section 203(c) of the Act Are Unjust and Unreasonable.**

The requirements of Section 203 that common carriers file their rates with the Commission and charge only the filed rate are the centerpiece of the Act's regulatory scheme.<sup>34</sup> The filing of tariffs serves as a mechanism by which the FCC assures compliance with the "just and reasonable" standard set forth in Sections 201.<sup>35</sup> For this reason, a failure of a carrier to charge for services at the tariffed rate is also an unjust and unreasonable practice.<sup>36</sup>

Verizon was responsible for correct and accurate billing.<sup>37</sup> Instead, Verizon overcharged CenturyLink, and failed to remediate its errors when CenturyLink brought them to Verizon's attention, thus receiving a greater compensation than was contemplated by the tariffs—an unjust and unreasonable practice. Specifically, Verizon failed in its obligations under the tariffs by: (1) over-counting equivalents for DS3 CLF units;<sup>38</sup> (2) including units without USOCs in the quarterly credit calculations;<sup>39</sup> (3) double-counting meet-point circuits;<sup>40</sup> (4) misdesignating DS3

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<sup>34</sup> *MCI Telecomms. Corp. v. AT&T Co.*, 512 U.S. 218, 220 (1994).

<sup>35</sup> *See Boomer v. AT&T Corp.*, 309 F.3d 404, 421 (7th Cir. 2002) (citing *MCI Telecomms Corp.*, 512 U.S. at 220).

<sup>36</sup> *Cf. Glob. Crossing Telecomms., Inc. v. Metrophones Telecomms., Inc.*, 550 U.S. 45, 54 (2007) (recognizing that a carrier's failure to provide services listed in FCC-approved tariff is a violation of § 201(b)); *Farmers and Merchants Mutual Tel. Co. of Wayland, Iowa v. F.C.C.*, 668 F.3d 714, 721 (D.C. Cir. 2011) (charges in excess of prescribed rate-of-return for switched access rates in access tariffs violated § 201(b)).

<sup>37</sup> *See* Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(1) ("The Telephone Company shall determine on a Quarterly basis the Billed Qualifying Service Revenue and Billed Qualifying Service Units for each Qualifying Service."); Ex. 15, Verizon FCC Tariff No. 11 § 32, Option 55(H)(1); Ex. 16, Verizon FCC Tariff No. 14 § 21, Option 29(H)(1); Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(A), (G); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(A), (G); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(G).

<sup>38</sup> *See* Formal Complaint ¶¶ 36, 40-47.

<sup>39</sup> *See* Formal Complaint ¶¶ 36, 48-51.

<sup>40</sup> *See* Formal Complaint ¶¶ 36, 52-56.

CLF units;<sup>41</sup> (5) misdesignating DS0 circuits as DS1 units;<sup>42</sup> and (6) failing to optimize circuit routing, all in violation of the tariffs.<sup>43</sup>

Verizon's failure to optimize was unjust and unreasonable in two different respects. Under the tariffs, Verizon was required to route CenturyLink's "dedicated circuits over the Telephone Company Special Access Network . . . to maximize network efficiencies and to optimize economic efficiencies."<sup>44</sup> It is clear that CenturyLink had no responsibility for routing.<sup>45</sup> Indeed, CenturyLink was prohibited from optimizing the circuits it used.<sup>46</sup>

By inefficiently routing CenturyLink's DS1 circuits over multiple, partially used DS3s, Verizon failed to "maximize network efficiencies" contrary to the tariff language—an unjust and unreasonable practice.<sup>47</sup> Further, Verizon failed to "optimize economic efficiencies" when it added empty and partially used DS3s to CenturyLink's bill, and then charged CenturyLink for these circuits after the FMS arrangement expired—a second unjust and unreasonable practice.<sup>48</sup>

**B. Verizon's Failure to Allow CenturyLink to Dispute Overcharges Within a Reasonable Time Is an Unjust and Unreasonable Practice.**

As discussed below, Verizon unjustly and unreasonably obstructed CenturyLink's ability to dispute Verizon's calculations of the credits by [[BEGIN CONFIDENTIAL]] [REDACTED]

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<sup>41</sup> See Formal Complaint, ¶¶ 36, 57-59.

<sup>42</sup> See Formal Complaint, ¶¶ 36, 60-63.

<sup>43</sup> See Formal Complaint, ¶¶ 36, 64-69.

<sup>44</sup> Ex. 22, Verizon FCC Tariff No. 1, Section 7.2.13(A).

<sup>45</sup> Ex. 22, Verizon FCC Tariff No. 1, Section 7.2.13(C) ("The Telephone Company will engineer the service from the FMS entrance facility of the customer's designated primary premises to the Wire Center associated with the secondary premises over its own Special Access network.").

<sup>46</sup> *Id.* ("The channel routing to the serving wire center, DSR node or Hub, as applicable, may not be designated by the customer...").

<sup>47</sup> See Formal Complaint, ¶¶ 36, 64-69.

<sup>48</sup> *Id.*

██████████ **[[END CONFIDENTIAL]]** (2) providing insufficient information from

**a. Verizon's Billing and Credit Dispute Practices Violate Considerations of Fairness Embodied in the Act.**

documentation, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[[END CONFIDENTIAL]] despite being repeatedly placed on notice of the

Verizon either **[[BEGIN CONFIDENTIAL]]** [REDACTED]

<sup>49</sup> See *In re RCA American Commc 'ns, Inc. Revisions to Tariff* FCC Nos. 1 & 2, 94 F.C.C.2d 1338, 1340 (1983), *aff'd* *RCA Am. Commc 'ns, Inc. v. F.C.C.*, 731 F.2d 996 (D.C. Cir. 1984) (Table).

<sup>50</sup> See Brown Decl. ¶¶ 33-129.

[REDACTED] **[[END CONFIDENTIAL]]** Only after being served with CenturyLink's Informal Complaint did Verizon, apparently for the first time, engage in a substantive review of CenturyLink's claims. Unsurprisingly, Verizon then discovered multiple errors in its credit calculations.<sup>52</sup> Although these admitted billing errors do not encompass the full extent of CenturyLink's claims, they show that Verizon repeatedly failed to investigate CenturyLink's claims and thus failed to timely comply with the relevant dispute resolution requirements in **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** its own tariffs. In short, rather than undertake a good-faith contemporaneous review of CenturyLink's disputes and supporting material, which would have identified at least some of CenturyLink's claimed overcharges (as Verizon has acknowledged), Verizon instead **[[BEGIN CONFIDENTIAL]]** [REDACTED] [REDACTED] **[[END CONFIDENTIAL]]** This is an unjust and unreasonable practice.

Verizon also had knowledge that CenturyLink was disputing Verizon's treatment or inclusion of specific circuits, but failed to remedy this in future calculations for subsequent quarters. In many instances, CenturyLink had previously disputed the exact same circuit in the same circumstances.<sup>53</sup> Yet despite those numerous disputes giving clear and repeated notice of the issue, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** and refused to investigate its ongoing errors and

51 *Id.*

<sup>52</sup> Verizon Response to Informal Complaint, at 13.

<sup>53</sup> See, e.g., Brown Decl. ¶ 84; CenturyLink Reply, at 6 (noting that CenturyLink disputed the same circuit miscount example across multiple quarters).

breaches.<sup>54</sup> In other words, under Verizon's reading of the contract [[BEGIN

CONFIDENTIAL]] [REDACTED]

[REDACTED] [[BEGIN CONFIDENTIAL]] Verizon effectively had no obligation to ever remedy its chronic overcharges. For Verizon to argue that CenturyLink had to meet a second, third, or fourth instance [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] when it was on notice months prior is an unjust and unreasonable practice, and demonstrates how [[BEGIN CONFIDENTIAL]]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

In total, the practices described above are indisputably unjust and unreasonable, and Verizon should be required to remit to CenturyLink all overcharges that Verizon has impermissibly withheld.

**b. Verizon Is Precluded from [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]]**

As discussed in the following sections, [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END

CONFIDENTIAL]] Even if they purported to do so, Verizon's conduct precludes it from restricting CenturyLink's claims in that way, and such an argument is at odds with the purpose behind Section 415. If one party's conduct causes the other party to miss a contractual limitations deadline, waiver or estoppel may prevent the first party from invoking the limitations

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<sup>54</sup> *Id.*

provision as a defense.<sup>55</sup> Verizon is estopped from arguing that CenturyLink cannot **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

In those instances in which Verizon did react to CenturyLink's submitted disputes,

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>55</sup> See, e.g., *Heimeshoff v. Hartford Life & Acc. Ins. Co.*, 134 S.Ct. 604, 615 (2013); *LaMantia v. Voluntary Plan Adm'rs, Inc.*, 401 F.3d 1114, 1119 (9th Cir. 2005) (acknowledging that if the service provider causes a customer to miss a contractual limitations period, waiver or estoppel may prevent the provider from invoking the limitations provision as a defense).

<sup>56</sup> We also note that CenturyLink received information sufficient to become aware of billing discrepancies only after the quarter ended, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

<sup>57</sup> See, e.g., Brown Decl. ¶¶ 49-56; Ex. 52.02, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)*, dated May 25, 2017 **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END

CONFIDENTIAL]] At all times, Verizon retained all the information necessary to review and correct its billing errors, and to ensure that they did not continue to occur.

[[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] Verizon appears to have engaged in strategic delaying tactics. In contrast, CenturyLink sought to vindicate its interest in accurate billing by pursuing challenges to Verizon's overcharges on multiple occasions, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[[END CONFIDENTIAL]]

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<sup>58</sup> Formal Complaint, Section I.C.7(a)

<sup>59</sup> *Id.*

<sup>60</sup> *See* Section I.C.2, *supra*.



2. [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]. [[END CONFIDENTIAL]]

That the above practices are unjust and unreasonable is made all the more clear through a consideration [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

The 2009 and 2014 Service Agreements [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END  
CONFIDENTIAL]] These service agreements were then filed as contract tariffs. [[BEGIN  
CONFIDENTIAL]] [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

<sup>61</sup> Ex. 2, Attachment 11 to the MSA; Ex. 4, Attachment 13 to the MSA.

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>62</sup> Ex. 2, Attachment 11, Section 15 (emphasis added), *see also* Ex. 4, Attachment 13, Section 9.4.

<sup>63</sup> See Brown Decl. ¶¶ 35, 40, 42-43, 46-47, 58-59, 64-65, 69-70, 74-75, 79-80, 85-86, 94, 98, 103, 109, 114, 119 (documenting emails from Verizon containing the quarterly credit reports).

<sup>64</sup> Ex. 4, Attachment 13, Section 9.2. Qualifying Service Revenues is defined in Section 3.27 of Attachment 13 to include “VZT Special Access Services,” which is in turn defined in Section 3.46 as “Special Access DS1 Services, Special Access DS3 Services, and Special Access Facilities Management Services”.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END

CONFIDENTIAL]]

Although Verizon has previously relied on a narrow reading of Section (H) of Verizon  
FCC Tariff No. 1 § 21, Option 57 and similar provisions [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>65</sup> Ex. 4., Attachment 13, at Section 9.2.

<sup>66</sup> Ex. 1, MSA § 11.3.

<sup>67</sup> *Id.* (emphasis added).

<sup>68</sup> Ex. 3, 2009 Service Agreement § 7(e)(v) (emphasis added); *see also* Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(H)(5)(e). As noted above, this language was repeated in the other

[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** The various governing agreements between the parties thus repeatedly contemplate flexibility with respect to disputes **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

The language in the tariffs providing for the determination of the Billing Credits was not intended to be an extremely short limitations clause that prohibited CenturyLink from ever receiving amounts due under the agreements and tariffs that Verizon failed to remit. Nor was it intended to shield Verizon from being held to account for repeated billing errors committed in **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** Under Verizon's interpretation, CenturyLink would have had no way to "properly" submit disputes, as Verizon demanded that CenturyLink accompany any dispute with information that **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** As previously discussed, this made it functionally impossible for CenturyLink to submit disputes within the truncated time periods that Verizon claims were required. Under the filed rate doctrine **[[BEGIN CONFIDENTIAL]]** [REDACTED]

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tariff options filed with the Commission: Ex. 15, Verizon Tariff No. 11 § 32, Option 55, and Ex. 16, Verizon Tariff No. 14 § 21, Option 29.

<sup>69</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

<sup>70</sup> Consequently, tariff doctrine cases discussing the enforcement of provisions in addition to rate provisions are supportive of the contract tariff language similarly evincing more flexibility than Verizon's narrow reading of the dispute period. See Order, *Richman Bros. Records, Inc. v. U.S. Sprint Commc'ns Co.*, 10 FCC Rcd. 13639, ¶ 12 (1995).



from the time notice in writing is given by the carrier to the claimant of disallowance of the claim, or any part or parts thereof, specified in the notice.<sup>73</sup>

The purpose of Section 415 is to ensure a reasonable period in which to seek relief from overcharges.<sup>74</sup> The Commission has explained that the “period specified in the Act evinces a Congressional belief that customers should have a reasonable period in which to seek relief from overcharges ...”<sup>75</sup> In discussing the legislative history of an amendment lengthening the Section 415(c) limitations period from one to two years, the Commission further observed that:

The reason Congress extended the time limit was to allow customers more time to scrutinize their bills in order to discover possible overcharges. ... Congress stated that it wished to encourage refunds and that the extension of the statute of limitations “will serve this end.” H.R. Report No. 93-1421, 93rd Cong., 2d Sess. 6311 (1974).<sup>76</sup>

These policy considerations are particularly important in light of the unique circumstances here, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]**

Contrary to Verizon’s claims that CenturyLink’s disputes are time-barred, CenturyLink sought relief from overcharges within a reasonable period, and well within the dispute-submission time frame in Section 415(c). By failing to consider these claims in a timely and substantive way

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

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<sup>73</sup> 47 U.S.C. § 415(c).

<sup>74</sup> See *In re AT&T Petition to Rectify Terms & Conditions of 1985 Annual Access Tariffs*, 3 FCC Rcd. 5071, 5073, ¶ 19 (1988) n.50 (1988).

<sup>75</sup> *Id.* (emphasis added).

<sup>76</sup> *In re Am. Network, Inc. Petition for Declaratory Ruling Concerning Backbilling of Access Charges*, 4 FCC Rcd. 8797, 8798, ¶ 8 (1989) (CCB) (order denying reconsideration).

██████████ [[END CONFIDENTIAL]] Verizon's conduct here goes against the essence of Section 415(c) and should be found to be unreasonable. In light of Verizon's failure to provide necessary information, [[BEGIN CONFIDENTIAL]] ██████████ [[END CONFIDENTIAL]] billing cycle does not provide enough time "to inspect, verify, and pay voluminous access bills."<sup>77</sup> The "responsibility for an access billing error lies with the LEC" and thus, a carrier "may not insulate itself from the consequences of its error by shifting to the customer the task of detecting overcharges within an unreasonably short time frame."<sup>78</sup>

[[BEGIN CONFIDENTIAL]] ██████████  
██████████  
██████████  
██████████

██████████ [[END CONFIDENTIAL]]

The circumstances at issue here are unlike those of matters that do not involve overcharges, *e.g.*, matters involve a breaching party attempting to evade a provision that was central to the cost structure of the agreement such as early termination fees or a specific quid pro quo.<sup>79</sup> In those circumstances, the Commission may decline to modify the contract to allow one party relief contrary to the clear quid pro quo evidenced by the parties' course of dealing. Contrary to the facts in *Ryder Communications v. AT&T Corp.*, where a complainant conceded

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<sup>77</sup> *In re AT&T Petition to Rectify Terms & Conditions of 1985 Annual Access Tariffs*, 3 FCC Rcd. at 5073, ¶ 19. Mirroring the circumstances here, the Commission found persuasive commenters' claims that it is "virtually impossible to verify billing errors within this limited time frame, particularly when additional data within the LECs' control are required in order to make such determinations." *Id.* (emphasis added).

<sup>78</sup> *Id.* (emphasis added).

<sup>79</sup> *Ryder Commc'ns v. AT&T Corp.*, 18 FCC Rcd. 13603, ¶¶ 4-5, 24 (2003) (Memorandum Opinion & Order).

that its contracts, as written, precluded its claims and requested that the Commission reform the contracts in order to get around “the allegedly harsh results of the parties’ deal,” CenturyLink is not invoking the *Sierra-Mobile* doctrine to resurrect a barred claim.<sup>80</sup> To be clear, CenturyLink is not seeking to modify the agreements or contract tariffs, but rather requests that the Commission enforce the Parties’ agreements and the tariffs **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]**

In *Ryder*, the Commission rested its decision to deny the formal complaint “on the principle that where two parties, through valid contracts, have clearly allocated the risk of certain events, it is not unjust and unreasonable under section 201(b) for one party to hold the other party to this contractual allocation.”<sup>81</sup> Here, there is no apportioned risk that CenturyLink assumed and is now seeking to escape. Verizon is the party that stands in violation of the agreements and contract tariffs in the first instance. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>80</sup> *Id.*, ¶ 24; see *IDB Mobile Commc'ns, Inc. v. COMSAT Corp.*, 16 FCC Rcd. 11474, 11480, ¶¶ 14-16 (2001) (Memorandum Opinion and Order) (articulating the *Sierra-Mobile* doctrine).

<sup>81</sup> 18 FCC Rcd. 13603, ¶ 1.



[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]**<sup>82</sup> Verizon thus engaged in actions inconsistent with the contractual dispute resolution processes, and should not be permitted to benefit from those actions.

As demonstrated by Verizon's conduct, including its unreasonable tariff interpretations and billing practices, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**[[END CONFIDENTIAL]]** Moreover, rather than undertake that analysis either initially or upon inquiries by CenturyLink, Verizon instead used its billing practices as a weapon and repeatedly refused to release undisputed amounts whenever CenturyLink raised genuine issues with Verizon's errors and overcharges. Rather than undertake a good faith contemporaneous review of CenturyLink's disputes and supporting material, which would have identified the overcharges Verizon now acknowledges, among others, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

**[[END CONFIDENTIAL]]** Those practices were and remain unjust and unreasonable, and Verizon should be required to cease those practices as well as remit to CenturyLink all the overcharges that Verizon has impermissibly withheld.

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<sup>82</sup> Ex. 40.23, Response to Dispute Notice Letter from David Szol (Verizon) to Patrick Welch (Centurylink), dated May 31, 2016.

C. **Verizon's Coercive Withholding of Undisputed Amounts Is an Unjust and Unreasonable Practice Under Section 201(b).**

Verizon unjustly and unreasonably **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** coercive measure to bully CenturyLink into "concurring" with Verizon's calculations and drop its disputes. The Act prohibits carriers from coercing customers to agree to terms, rates, or services. Because carriers occupy a position of privilege with respect to their customers (having control over both the circuits and billing), they can easily abuse their power to induce customers into paying rates, purchasing additional services, or compelling customers to agree to improper or unwanted services, equipment, or bills. A carrier cannot withhold credits and discounts after customers disputed their bills, and such a practice is a violation of Section 201(b).<sup>83</sup> For example, in *NOS Commc'n's, Inc.*, the FCC found a carrier's practice of misleading customers and then ignoring or prohibiting billing disputes to be unjust and unreasonable.<sup>84</sup>

In this case, Verizon was obligated to **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** If CenturyLink expressed any hint of disagreement, Verizon refused to release **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** This clear coercion was intended to compel CenturyLink

---

<sup>83</sup> *In re NOS Commc'ns, Inc.*, 16 FCC Rcd. 8133, 8135 (2001).

<sup>84</sup> *Id.*

<sup>85</sup> 2009 Service Agreement, Ex. B § 7(g); 2014 Agreement, Ex. B § 7(d).

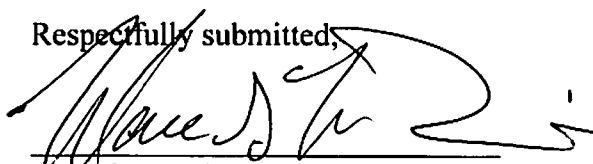
into withdrawing its claims of billing and credit errors,<sup>86</sup> although CenturyLink never relinquished its claims. For these reasons, Verizon engaged in unjust and unreasonable acts in violation of the agreements, the tariffs and Section 201(b), and purposefully frustrated CenturyLink's ability to lodge billing disputes by **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** CenturyLink when CenturyLink challenges Verizon's **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**

### CONCLUSION

For the above reasons, CenturyLink respectfully requests that the Commission find Verizon's practices in violation of Sections 201(b) and 203(c) of the Act, and order Verizon to remit all sums due as a result of those violations.

Dated: February 26, 2018

Respectfully submitted,



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Adam L. Sherr  
CENTURYLINK COMMUNICATIONS, LLC  
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<sup>86</sup> *Id.*

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*Attorneys for CenturyLink Communications, LLC*

Tab B

**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
f/k/a Qwest Communications Company,	)	
LLC,	)	
	)	Docket No. 18-33
Complainant,	)	File No. EB-16-MDIC-0015
v.	)	
	)	
Verizon Services Corp.; Verizon	)	
Virginia LLC; Verizon Washington,	)	
D.C., Inc.; Verizon Maryland LLC;	)	
Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey	)	
Inc.; Verizon New York Inc.; Verizon	)	
New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**SUMMARY OF GOVERNING AGREEMENTS**

**I. AGREEMENT STRUCTURE**

1. The discount plan at issue between the parties is governed by a 2006 Master Services Agreement (“MSA”), a number of amendments and attachments thereto, interrelated service agreements, and related Verizon tariffs.<sup>1</sup> The overall relationship is governed by the

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<sup>1</sup> For reference, the relevant contracts are: (1) the 2006 Master Services Agreement (“MSA”) (attached as Ex. 1; previously filed as Appendix 12 to CenturyLink’s Reply, File No. EB-16-MDIC-0015 (November 18, 2016)); (2) Amended and Restated Attachment 2 to the MSA, as further amended (attached as Ex. 6); (3) Attachment 11 to the MSA (attached as Ex. 2; previously filed as Appendix 13 to CenturyLink’s Reply, File No. EB-16-MDIC-0015, (November 18, 2016)); (4) 2009 Service Agreement (attached as Ex. 3; previously filed as

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MSA, currently in effect as amended.<sup>2</sup> The MSA is composed of its terms, attachments thereto, and Verizon's applicable tariffs.<sup>3</sup> Under it, Verizon provided services as more particularly described in Attachment 2 to the MSA ("Attachment 2") as restated and amended.<sup>4</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]<sup>5</sup>

**[[END CONFIDENTIAL]]**

2. Attachment 2 **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]<sup>7</sup> **[[END**

**CONFIDENTIAL]]** Attachment 2 was intertwined with the agreements, and provided **[[BEGIN**

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Appendix 2 to Verizon's Response, File No. EB-16-MDIC-0015 (August 3, 2016)); (5) Attachment 13 to the MSA (attached as Ex. 5; previously filed as Appendix 14 to CenturyLink's Reply, File No. EB-16-MDIC-0015 (November 18, 2016)); and (6) the 2014 Service Agreement (attached as Ex. 5; previously filed as Appendix 1 to Verizon's Response, File No. EB-16-MDIC-0015 (August 3, 2016)). **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**, as a contract tariff at Tariff No. 1, § 21, Option 57; Tariff No. 11 § 32, Option 55; and Tariff No. 14 § 21, Option 29. **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**, as Tariff No. 1 § 21, Option 65; Tariff No. 11 § 32, Option 65; and Tariff No. 14 § 21, Option 34.

<sup>2</sup> Ex. 1, MSA § 5.1.

<sup>3</sup> Ex. 1, MSA § 1.

<sup>4</sup> *Id.*; Ex. 6, Amended and Restated Attachment 2 to the MSA (May 6, 2009).

<sup>5</sup> *Id.*

<sup>6</sup> Ex. 1, MSA § 11.3.

<sup>7</sup> See Ex. 13, Twelfth Amendment to Attachment 2. The parties executed an Amended and Restated Attachment 2 (Ex. 6) on May 6, 2009, as the restated product schedule for the parties' agreements, and subsequently amended this document several times.

CONFIDENTIAL]]

8 [[END CONFIDENTIAL]]

3. The 2009 Service Agreement [[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]]: Verizon FCC Tariff No. 1 (Section 21, Option 57), Verizon FCC Tariff No. 11 (Section 32, Option 55) and Verizon FCC Tariff No. 14 (Section 21, Option 29), and it relied on other parts of Verizon's FCC Tariff Nos. 1, 11, 14, and 16 as applicable.<sup>10</sup>

[[BEGIN CONFIDENTIAL]]

11

4.

<sup>8</sup> See Ex. 11, Sixth Amendment to Attachment 2, §§ 2, 4(k). [[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]] See *id.* § 5; Ex. 4, Attachment 13, § 6. [[BEGIN CONFIDENTIAL]]

Attachment 2, § 6. [[END CONFIDENTIAL]] See Ex. 11, Sixth Amendment to

<sup>9</sup> Ex. 3, 2009 Service Agreement, Ex. B §§ 2, 4.  
<sup>10</sup> *Id.* §§ 1, 3.

<sup>11</sup> *Id.* § 3(a); see also *id.* § 6(h).  
<sup>12</sup> *Id.*, Ex. B § 7.



[REDACTED]

5. [REDACTED]

[REDACTED]

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<sup>13</sup> *Id.*

<sup>14</sup> Ex. 2, Attachment 11 to the MSA § 1.

<sup>15</sup> **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

**[[END CONFIDENTIAL]]**

<sup>16</sup> See Ex. 2, Attachment 11 to the MSA § 15.

[REDACTED]<sup>17</sup> **[[END  
CONFIDENTIAL]]**

6. Prior to the expiration of the 2009 Service Agreement, the parties executed the 2014 Service Agreement, **[[BEGIN CONFIDENTIAL]]** [REDACTED]<sup>18</sup> **[[END CONFIDENTIAL]]** Similar to the 2009 Service Agreement, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
**[[END CONFIDENTIAL]]**: Verizon  
Tariff No. 1 (Section 21, Option 65), Verizon Tariff No. 11 (Section 32, Option 65) and Tariff  
No. 14 (Section 21, Option 34), as well as other parts of Verizon's Tariff Nos. 1, 11, 14, and 16  
as applicable.<sup>19</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
<sup>20</sup> **[[END CONFIDENTIAL]]**

7. In particular, the 2014 Service Agreement **[[BEGIN CONFIDENTIAL]]**  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>17</sup> *Id.*

<sup>18</sup> *See id.* Exhibit B, Section 4 (Service Period); *see also* Section 2(w).

<sup>19</sup> *See* Ex. 5, 2014 Service Agreement §§ 1, 3(a); *see also id.* Exhibit B § 3.

<sup>20</sup> Ex. 5, 2014 Agreement, §§ 3(a) & 6(h); *see also* 2009 Agreement §§ 3(a), 6(h).

[REDACTED]

<sup>22</sup> **[[END CONFIDENTIAL]]**

8. Similar to Attachment 11 to the MSA's role with respect to the 2009 Service Agreement, Attachment 13 to the MSA was the companion to the 2014 Service Agreement,

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>21</sup> See Ex. 5, 2014 Service Agreement, Exhibit B § 7 & Tables 1-2.

<sup>22</sup> See Ex. 5, 2014 Service Agreement § 7(h).

<sup>23</sup> See Ex. 4, Attachment 13 to the MSA, § 2. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
**[[END CONFIDENTIAL]]**

<sup>24</sup> *Id.*, §§ 1, 2, 3.9. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
**[[END CONFIDENTIAL]]**

[REDACTED]

[REDACTED].<sup>26</sup> [[END CONFIDENTIAL]]

II. [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]]

9. As noted above, the 2009 and 2014 Service Agreements were interwoven with two Attachments (Nos. 11 and 13, respectively) to the 2006 MSA between the parties.<sup>27</sup>

[[BEGIN CONFIDENTIAL [REDACTED]

[REDACTED]

[REDACTED].

[REDACTED]

[REDACTED]

28

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<sup>25</sup> See Ex. 4, Attachment 13 to the MSA § 9.4.

<sup>26</sup> *Id.*

<sup>27</sup> Ex. 4, Attachment 13, at 1; *see also* Ex. 2, Attachment 11, at 2 [[BEGIN CONFIDENTIAL]]

[REDACTED]

[[END CONFIDENTIAL]]

<sup>28</sup> Ex. 4, Attachment 13, § 9.4; *see also* Ex. 2, Attachment 11, § 15.

[REDACTED]

[REDACTED]<sup>29</sup>

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

III. [REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>29</sup> Ex. 4, Attachment 13, § 9.4 **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
**[[END CONFIDENTIAL]]**

<sup>30</sup> Ex. 1, 2006 MSA § 11.3.

<sup>31</sup> See Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(B)(16), (19); Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(E).

<sup>32</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(E)(2), (3). **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>34</sup>

13. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]<sup>38</sup> **[[END CONFIDENTIAL]]**

---

[REDACTED] **[[END CONFIDENTIAL]]**

<sup>33</sup> Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(E)(2), (3).

<sup>34</sup> *Id.*

<sup>35</sup> Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(B)(4), (5), (9), (10); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(B)(4), (5), (9), (10); Ex. 19, Verizon FCC Tariff No. 14 § 21, Option 34(B)(4), (5), (9), (10).

<sup>36</sup> *See* Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(F); Ex. 18, Verizon FCC Tariff No. 11 § 32, Option 65(F); Verizon FCC Tariff No. 14 § 21, Option 34(F).

<sup>37</sup> *See* Formal Complaint, Sections I.C(1)-(2).

<sup>38</sup> *Id.*

**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

Dated: February 26, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marc S. Martin", written over a horizontal line.

Marc S. Martin

Brendon P. Fowler

Michael A. Sherling

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*Attorneys for CenturyLink Communications, LLC*

Tab C





[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]** I have helped various telecommunication providers recover more than \$1B in overbillings on telecommunications invoices. My career, which spans twenty years, has included positions at Winstar, TEOCO, and Sage Management.

2. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

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<sup>1</sup> See Ex. 2, Attachment 11 to the Master Services Agreement §§ 1, 3 (May 6, 2009); Ex. 4, Attachment 13 to the Master Services Agreement §§ 1, 3 (February 14, 2014).

4. In addition, I was involved in and am familiar with CenturyLink's efforts to dispute these overcharges, including [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

I. [[BEGIN CONFIDENTIAL]] [REDACTED]  
[[END CONFIDENTIAL]]

5. The services that Verizon provided CenturyLink can be split into two time periods: [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>5</sup>

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<sup>2</sup> Ex. 14, Verizon Tariff No. 1 (Section 21, Option 57); Ex. 14, Verizon Tariff No. 11 (Section 32, Option 55); Ex. 16, Tariff No. 14 (Section 21, Option 29).

<sup>3</sup> Ex. 17, Verizon Tariff No. 1 (Section 21, Option 65); Ex. 18, Verizon Tariff No. 11 (Section 32, Option 65); Ex. 19, Tariff No. 14 (Section 21, Option 34).

<sup>4</sup> Ex. 3, 2009 Service Agreement, Ex. B, § 5(a).

<sup>5</sup> Ex. 5, 2014 Service Agreement, Ex. B, §§ 2, 6.

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>10</sup>

7. [REDACTED]

[REDACTED]

[REDACTED]

---

<sup>6</sup> Welch Decl. ¶ 7.

<sup>7</sup> Welch Decl. ¶ 8.

<sup>8</sup> *Id.*

<sup>9</sup> See Ex. 14(H)(1)-(3); Ex. 15(H)(1)-(3); Ex. 16(H)(1)-(3); Ex. 17(G)(1)(a)-(f); Ex. 18(G)(1)(a)-(f); Ex. 19(G)(1)(a)-(f).

<sup>10</sup> See Welch Decl. ¶ 9; Ex. 14(H)(4); Ex. 15(H)(4); Ex. 16(H)(4); Ex. 17(G)(1)(g); Ex. 18(G)(1)(g); Ex. 19(G)(1)(g).

<sup>11</sup> See Ex. 14(B)(14), (16), (19); *id.*, at (E); Ex. 15(B)(14), (16), (19); *id.*, at (E); Ex. 16(B)(14), (16), (19); *id.*, at (E); Ex. 17(B)(4), (9), (10); *id.*, at (F); Ex. 18(B)(4), (9), (10); *id.*, at (F); Ex. 19(B)(4), (9), (10); *id.*, at (F).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>15</sup>

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>12</sup> Ex. 3, 2009 Service Agreement, Ex. B, § 2 and related tariffs; Ex. 5, 2014 Service Agreement, Ex. B § 2 and related tariffs.

<sup>13</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

<sup>14</sup> Ex. 14(E)(3); Ex. 15(E)(3); Ex. 16(E)(3); Ex. 17(B), (F); Ex. 18(B), (F); Ex. 19(B), (F).

<sup>15</sup> *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 11.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 10. [[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]] [REDACTED]

CenturyLink [[BEGIN CONFIDENTIAL]] [REDACTED]

[[END CONFIDENTIAL]] sent by Verizon to CenturyLink to determine whether [REDACTED]

9. I reviewed the [[BEGIN CONFIDENTIAL]] [REDACTED]

II. Overview of CenturyLink's Disputes with Verizon

[[END CONFIDENTIAL]] [REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ||END

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<sup>16</sup> See Welch Decl. ¶ 9.

<sup>17</sup> *Id.*

CONFIDENTIAL]] Due to the incompleteness of the reports and data provided by Verizon, at varying time intervals, CenturyLink was not able to discern all of the errors in Verizon's

[[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

13. [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

15. I discerned six categories of errors perpetuated by Verizon. In each case, Verizon violated [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] and related tariff provisions by failing to credit CenturyLink the proper amounts due. This meant that CenturyLink was not receiving [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] Verizon's tariffed services.



16. Specifically, Verizon's practices violated the **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** and tariffs, resulting in overcharges to CenturyLink in six ways, by: 1) overcounting equivalents for DS3 CLF units in FMS LATAs; 2) including units without USOCs in non-FMS LATAs; 3) double-counting meet-point circuits; 4) misdesignating DS3 CLF units; 5) misdesignating DS0 circuits as DS1 units; and 6) failing to optimize circuit routing.

### III. Calculation of Billing Errors

17. Category 1: Verizon's DS3 CLF count incorrectly included DS3 CLF circuits in FMS LATAs as "units" even though these circuits were not associated with Qualifying MRCs—

**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**<sup>18</sup>

18. **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**  
**[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**

---

<sup>18</sup> **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]** See, e.g., Ex. 17, Verizon FCC Tariff No. 1 § 21, Option 65(F).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]<sup>20</sup> [[END

CONFIDENTIAL]]

20. Category 2: Verizon included units without USOCs or MRCs in non-FMS LATAs. [[BEGIN CONFIDENTIAL [REDACTED]

[REDACTED]

[REDACTED]

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<sup>19</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1, § 21, Option 57(E)(2)(b) (listing the DS3 CLF qualifying USOCs).

<sup>20</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]] analysis that CenturyLink performed in order to determine Verizon's overcharges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>22</sup>

21. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>23</sup>

22. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>21</sup> See footnotes 18 and 19 above.

<sup>22</sup> See footnotes 18 and 19 above.

<sup>23</sup> See, e.g., Ex. 70, Verizon FCC Tariff No. 1, § 23.1(L) (describing rates and charges for SONET services).

23.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

24

[REDACTED]

[REDACTED]

---

<sup>24</sup> **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

**[[END CONFIDENTIAL]]**



24.



■<sup>25</sup> [[END CONFIDENTIAL]]

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<sup>25</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the [[BEGIN CONFIDENTIAL]] ■ [[END CONFIDENTIAL]] analysis that CenturyLink performed in order to determine Verizon's overcharges.

25. Category 3: Verizon double-counted “meet-point” circuits (circuits that span two Verizon operating companies). **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] **[[END**

**CONFIDENTIAL]]**

26. Category 4: Verizon misdesignated DS3 CLF units as more expensive DS3 CLS units. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>26</sup> See Ex. 14(B)(16), (19); Ex. 15(B)(16), (19); Ex. 16(B)(16), (19); Ex. 17(B)(9), (10); Ex. 18(B)(9), (10); Ex. 19(B)(9), (10).

<sup>27</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** analysis that CenturyLink performed in order to determine Verizon’s overcharges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>30</sup> **[[END CONFIDENTIAL]]**

27. Category 5: Verizon misdesignated DS0 circuits as more expensive DS1 Units.

**[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>28</sup> See, e.g., Ex. 17(B)(19), (20); Ex. 18(B)(19), (20); Ex. 19(B)(19), (20).

<sup>29</sup> Compare, e.g., Verizon FCC Tariff No. 1 § 21, Option 57(B)(16) with Verizon FCC Tariff No. 1 § 21, Option 57(B)(19).

<sup>30</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** analysis that CenturyLink performed in order to determine Verizon's overcharges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>32</sup> **[[END CONFIDENTIAL]]**

28. Category 6: Verizon failed to optimize circuit routing. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>33</sup> [REDACTED]

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<sup>31</sup> See, e.g., Ex. 14, Verizon FCC Tariff No. 1 § 21, Option 57(B)(14) (defining a DS1 Unit and noting that “Where the calculation of DS1 Units results in a fraction of a DS1 Unit, such fractions are not counted as a DS1 Unit”).

<sup>32</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** analysis that CenturyLink performed in order to determine Verizon’s overcharges.

<sup>33</sup> See Ex. 22, Verizon Tariff FCC No. 1, Section 7.2.13(A); Ex. 25, Tariff No. 11, Section 7.2.16(A); *see also* Ex. 22, Section 7.2.13(C) (“[Verizon] will engineer the service from the FMS entrance facility of the customer’s designated primary premises to the Wire Center associated with the secondary premises over its own Special Access network.”).



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>34</sup>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>34</sup> Each chart contains a summary tab and a detail tab. The detail tab shows the **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** analysis that CenturyLink performed in order to determine Verizon's overcharges.

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

30. Three Verizon Operating Companies were sold to Frontier Communications (“Frontier”) in April 2016 [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

34. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36

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<sup>35</sup> Ex. 40.13a, CLINKFAC0168, *Email from Joseph Romero (CenturyLink) to Joseph Aguilar (Verizon), Dispute*, dated Jun. 18, 2014.

<sup>36</sup> Ex. 40.08, CLINKFAC0168, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2013*, dated Jan. 20, 2014; Ex. 40.11, CLINKFAC0168, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2014*, dated Feb. 17, 2014; Ex. 40.10, CLINKFAC0168, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014*, dated Mar. 14, 2014.

35. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>41</sup>

36. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>37</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** See 2009 Service Agreement, Ex. B, § 2; 2014 Service Agreement, Ex. B, § 2(w), (x).

<sup>38</sup> Ex. 40.09, CLINKFAC0168, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014*, dated Mar. 17, 2014.

<sup>39</sup> Ex. 40.19, CLINKFAC0168, File: PY5Q4\_Centurylink DS1\_DS3\_FMS MRC.xlsx.

<sup>40</sup> Ex. 40.20, CLINKFAC0168, File: PY5Q4\_Centurylink DS3 CLF CLS Billed Units.xlsx.

**[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

<sup>41</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

<sup>42</sup> Ex. 40.12, CLINKFAC0168, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014*, dated May 9, 2014.

[illegible]

<sup>44</sup> Ex. 40.13, CLINKFAC0168, *Email from Joseph Romero (CenturyLink) to Joseph Aguilar (Verizon), Dispute*, dated Jun. 18, 2014.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>45</sup> Ex. 40.13, Email from Joseph Romero (CenturyLink) to Joseph Aguilar (Verizon), *Dispute*, dated Jun. 18, 2014.

<sup>46</sup> Ex. 40.24, CLINKFAC0168, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC081041 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jun. 19, 2014.

<sup>47</sup> Ex. 40.14, CLINKFAC0168, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40789586*, dated Jun. 19, 2014.

<sup>48</sup> Ex. 40.01, CLINKFAC0168, Email exchanges between Tiffany Brown (CenturyLink) and Joseph Aguilar (Verizon), *RE: Dispute associated w/Credit Calculation - Verizon*, dated 2014, at 5.

<sup>49</sup> Ex. 37.06c, CLINKFAC0186, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083326 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014.

40. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>50</sup> Ex. 37.01, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2013*, dated May 13, 2013; Ex. 37.04, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2013*, dated Jun. 18, 2013; Ex. 37.02, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes*, dated Jul. 25, 2013.

<sup>51</sup> Ex. 37.02, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes*, dated Jul. 25, 2013.

<sup>52</sup> Ex. 37.02d, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes*, dated Jul. 25, 2013.

<sup>53</sup> Ex. 37.02c, CLINKFAC0186, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes*, dated Jul. 25, 2013. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

<sup>54</sup> *Id.*



41.

58

<sup>55</sup> Ex. 40.01, CLINKFAC0168, Email exchanges between Tiffany Brown (CenturyLink) and Joseph Aguilar (Verizon), *RE: Dispute associated w/Credit Calculation - Verizon*, dated 2014, at 5; Ex. 37.06, CLINKFAC0186, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083326 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014.

<sup>56</sup> Ex. 37.15, CLINKFAC0186, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40794911*, dated Jul. 31, 2014.

<sup>57</sup> Ex. 40.02, CLINKFAC0168, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *RE: FRP Disputes*, dated Aug. 5, 2014, at 2.

<sup>58</sup> Ex. 40.02, CLINKFAC0168, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *RE: FRP Disputes*, dated Aug. 5, 2014.

<sup>59</sup> Ex. 38.05c, CLINKFAC0185, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083325 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014.

[REDACTED]

43. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>60</sup> Ex. 38.04, CLINKFAC0185, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2013*, dated Jul. 12, 2013; Ex. 38.03, CLINKFAC0185, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2013*, dated Aug. 15, 2013.

<sup>61</sup> Ex. 38.01, CLINKFAC0185, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013*, dated Oct. 25, 2013, at 5.

<sup>62</sup> Ex. 38.01b, CLINKFAC0185, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013*, dated Oct. 25, 2013. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

44. [REDACTED]

[REDACTED]

[REDACTED]

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

68

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<sup>63</sup> Ex. 38.01, CLINKFAC0185, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013*, dated Oct. 25, 2013.

<sup>64</sup> Ex. 40.01, CLINKFAC0168, Email exchanges between Tiffany Brown (CenturyLink) and Joseph Aguilar (Verizon), *RE: Dispute associated w/Credit Calculation - Verizon*, dated 2014, at 5.

<sup>65</sup> Ex. 38.05, CLINKFAC0185, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083325 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014.

<sup>66</sup> Ex. 38.13, CLINKFAC0185, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40794915*, dated Jul. 31, 2014.

<sup>67</sup> Ex. 38.11, CLINKFAC0185, File: Letter of Acknowledgement 40795381 8-5-14 zip file.

<sup>68</sup> Ex. 40.02, CLINKFAC0168, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *RE: FRP Disputes*, dated Aug. 5, 2014.

[REDACTED]

46. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>69</sup> Ex. 39.05c, CLINKFAC0184, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083324 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014.

<sup>70</sup> Ex. 39.04, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2013 - Verizon*, dated Oct. 14, 2013; Ex. 39.02, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2013*, dated Nov. 14, 2013; Ex. 39.03, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013*, dated Jan. 2, 2014, at 3.

<sup>71</sup> Ex. 39.03, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013*, dated Jan. 2, 2014.

<sup>72</sup> Ex. 39.03a, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013*, dated Jan. 2, 2014.

48.

<sup>73</sup> Ex. 39.03b, CLINKFAC0184, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013*, dated Jan. 2, 2014. **[[BEGIN CONFIDENTIAL** [REDACTED]

CONFIDENTIAL] [END

<sup>74</sup> Ex. 40.01, CLINKFAC0168, Email exchanges between Tiffany Brown (CenturyLink) and Joseph Aguilar (Verizon), *RE: Dispute associated w/Credit Calculation - Verizon*, dated 2014, at 5.

<sup>75</sup> Ex. 39.05, CLINKFAC0184, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, FW: CCQWC083324 CenturyLink - Verizon South Claim; BAN: 412M520008196, dated Jul. 31, 2014.

<sup>76</sup> Ex. 39.13, CLINKFAC0184, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40794919*, dated Jul. 31, 2014.

<sup>77</sup> Ex. 40.02, CLINKFAC0168, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *RE: FRP Disputes*, dated Aug. 5, 2014.

78 *Id.*

49.

83

50.

<sup>79</sup> Ex. 40.03, CLINKFAC0184, Email from Joseph Aguilar (Verizon) to Patrick Lowell (CenturyLink), Tiffany Brown (CenturyLink), Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), *RE: Dispute associated w/Credit Calculation - Verizon*, dated Nov. 21, 2014.

<sup>80</sup> See ¶¶ 41, 45, 49, *supra*.

<sup>81</sup> Ex. 40.03, CLINKFAC0184, Email from Joseph Aguilar (Verizon) to Patrick Lowell (CenturyLink), Tiffany Brown (CenturyLink), Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), *RE: Dispute associated w/Credit Calculation - Verizon*, dated Nov. 21, 2014, at 5.

<sup>82</sup> *Id.*, at 4.

83 *Id.*

<sup>84</sup> *Id.*, at 3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

51. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>87</sup>

52. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>85</sup> *Id.*, at 2.

<sup>86</sup> *Id.*, at 1.

<sup>87</sup> *Id.*, at 1-2, 4-5.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>88</sup>

53. [REDACTED]

[REDACTED]

[REDACTED]<sup>89</sup>

54. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>88</sup> Ex. 40.04, CLINKFAC0184, Email exchanges among Patrick Lowell (CenturyLink), Joseph Aguilar (Verizon), Joseph Romero (CenturyLink) and Tiffany Brown (CenturyLink), *RE: Disputes Associated with Verizon's credit calculation*, dated winter 2015.

<sup>89</sup> Ex. 40.05, CLINKFAC0184, Email exchanges between Patrick Welch (CenturyLink) and Joseph Aguilar (Verizon), *FW: CSP Dispute*, dated spring 2015.



[REDACTED]

[REDACTED]<sup>91</sup>

55. [REDACTED]

[REDACTED]

[REDACTED]<sup>92</sup>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

57. [REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]** CenturyLink and Verizon entered into the 2014 Service Agreement just prior to the expiration of the 2009 Service Agreement, allowing CenturyLink to continue to

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<sup>90</sup> *Id.*

<sup>91</sup> *Id.*

<sup>92</sup> *Id.* at 3.

<sup>93</sup> *Id.*

purchase special access services from Verizon. Under the 2014 Service Agreement, Verizon continued its practice of improper billing and crediting.

A. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

59. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<sup>94</sup> Ex. 41.01c, CLINKFAC0376, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105568 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015.

<sup>95</sup> Ex. 41.04, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2014*, dated May 30, 2014; Ex. 41.03, CLINKFAC0376, File: Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2014*, dated May 30, 2014; Ex. 41.05, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2014*, dated Jun. 30, 2014.

<sup>96</sup> Ex. 41.02, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)*, dated Sep. 3, 2014.

<sup>97</sup> Ex. 41.02d, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)*, dated Sep. 3, 2014.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

60. [REDACTED]

[REDACTED]

[REDACTED]<sup>99</sup>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

62. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>98</sup> Ex. 41.02b, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)*, dated Sep. 3, 2014.

<sup>99</sup> Ex. 41.06, CLINKFAC0376, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY1Q1 REVISED*, dated Nov. 24, 2014, at 2.

<sup>100</sup> Ex. 41.02, CLINKFAC0376, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)*, dated Sep. 3, 2014; Ex. 41.06, CLINKFAC0376, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY1Q1 REVISED*, dated Nov. 24, 2014, at 2.

[REDACTED]

[REDACTED]

[REDACTED]

63. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

64. [REDACTED]

[REDACTED]

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<sup>101</sup> Ex. 41.01, CLINKFAC0376, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105568 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015.

<sup>102</sup> Ex. 41.07, CLINKFAC0376, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Rejected Claim - Batch Number: 40860467*, dated Sep. 15, 2015.

<sup>103</sup> Ex. 42.02c, CLINKFAC0377, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, Patrick Lowell (CenturyLink), *FW: CCQWC105570 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015, with attachments.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>104</sup> Ex. 42.01, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2014*, dated Jul. 30, 2014; Ex. 42.04, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2014*, dated Aug. 27, 2014; Ex. 42.03, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2014*, dated Sep. 25, 2014.

<sup>105</sup> Ex. 42.05, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q2*, dated Dec. 18, 2014.

<sup>106</sup> Ex. 42.05b, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q2*, dated Dec. 18, 2014, with attachments.

<sup>107</sup> Ex. 42.05d, CLINKFAC0377, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q2*, dated Dec. 18, 2014 - PY1Q2 Centurylink CLF CLS.xlsx, with attachments.

66. [REDACTED]

[illegible]

<sup>110</sup> Ex. 42.08, CLINKFAC0377, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40860409*, dated Sep. 17, 2015.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>111</sup> Ex. 43.01c, CLINKFAC0378, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105571 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015, with attachments.

<sup>112</sup> Ex. 43.04, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2014*, dated Oct. 28, 2014; Ex. 43.03, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2014*, dated Dec. 9, 2014; Ex. 43.02, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2014*, dated Jan. 6, 2015.

<sup>113</sup> Ex. 43.05, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY1Q3*, dated Jan. 28, 2015.

<sup>114</sup> Ex. 43.05c, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY1Q3*, dated Jan. 28, 2015 - PY1Q3 Centurylink DS1 wo miles.xlsx, with attachments.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

73.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>115</sup> Ex. 43.05d, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY1Q3*, dated Jan. 28, 2015 - PY1Q3 Centurylink DS3 CLF CLS Vol.xlsx, with attachments.

<sup>116</sup> Ex. 43.05e, CLINKFAC0378, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY1Q3*, dated Jan. 28, 2015, with attachments.

<sup>117</sup> Ex. 43.01, CLINKFAC0378, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105571 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015.



[illegible]

<sup>118</sup> Ex. 43.11, CLINKFAC0378, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40860413*, dated Sep. 17, 2015.

<sup>119</sup> Ex. 44.01c, CLINKFAC0379, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105572 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 5, 2015, with attachments.

<sup>120</sup> Ex. 44.02, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2014*, dated Jan. 22, 2015; Ex. 44.05, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q3 - Verizon CSP Credit*, dated Mar. 18, 2015; Ex. 44.03a, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015, with attachments.

<sup>121</sup> Ex. 44.03e, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015, with attachments.

[illegible]

<sup>122</sup> Ex. 44.03b, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015, with attachments.

<sup>123</sup> Ex. 44.03a, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015, with attachments.

<sup>124</sup> Ex. 44.03d, CLINKFAC0379, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015, with attachments.

[illegible]

<sup>125</sup> Ex. 44.01, CLINKFAC0379, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105572 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 5, 2015.

<sup>126</sup> Ex. 44.06, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40860415*, dated Sep. 17, 2015.

<sup>127</sup> Ex. 44.01c, CLINKFAC0380, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105573 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015, with attachments.

<sup>128</sup> Ex. 45.03, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2015*, dated May 15, 2015; Ex. 45.02, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Owest) Custom Solution Monthly Tracking Report-Apr*



2015, dated Jun. 10, 2015; Ex. 45.04, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2015, dated Jun. 23, 2015

<sup>129</sup> Ex. 45.05, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY2Q1*, dated Jul. 27, 2015.

<sup>130</sup> Ex. 45.05d, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY201*, dated Jul. 27, 2015, with attachments.

<sup>131</sup> Ex. 45.05c, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY201*, dated Jul. 27, 2015, with attachments.

<sup>132</sup> Ex. 45.05e, CLINKFAC0380, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY201*, dated Jul. 27, 2015, with attachments.

83. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

VI. CenturyLink Attempts to Navigate Verizon's Catch 22 Dispute Procedure.

84. [[BEGIN CONFIDENTIAL]] [REDACTED]

[[END CONFIDENTIAL]] CenturyLink was repeatedly frustrated by Verizon's resistance to accepting, analyzing, and resolving disputes. We tried our hardest to conform to with Verizon's stated process and procedures but, as shown below, they were effectively impossible and Verizon made little or no effort to facilitate CenturyLink's disputes.

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<sup>133</sup> Ex. 45.01, CLINKFAC0380, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105573 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015.

<sup>134</sup> Ex. 45.07, CLINKFAC0380, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40860417*, dated Sep. 17, 2015.

In fact, during the course of my experiences with Verizon's dispute process, it became apparent that [[BEGIN CONFIDENTIAL]] [REDACTED]

[[END CONFIDENTIAL]]

Also, Verizon did not correct the billing errors that were raised by CenturyLink quarter after quarter. Instead, it repeated the same errors and refused to process CenturyLink's detailed billing disputes.

[[BEGIN CONFIDENTIAL]]

85. [REDACTED]

136

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<sup>135</sup> Ex. 46.01c, CLINKFAC0421, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107917 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Oct. 29, 2015, with attachments.

<sup>136</sup> Ex. 46.07, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2015*, dated Jul. 28, 2015; Ex. 46.06, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2015*, dated Aug. 25, 2015; Ex. 46.05, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne

86.

Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2015*, dated Sep. 21, 2015.

<sup>137</sup> Ex. 46.02, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY202*, dated Oct. 5, 2015.

<sup>138</sup> Ex. 46.02f, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Oct. 5, 2015, with attachments.

139 *Id.*

<sup>140</sup> Ex. 46.02a, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Oct. 5, 2015, with attachments.



88. [REDACTED]

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<sup>141</sup> Ex. 46.03, CLINKFAC0421, Email exchanges between Anne Grimm (CenturyLink) and Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Oct. to Nov. 2015.

<sup>142</sup> Ex. 46.04, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015, at 4.

<sup>143</sup> *Id.*, at 3.

<sup>144</sup> *Id.*



90. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

148

91. [REDACTED]

[REDACTED]

[REDACTED]

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<sup>145</sup> **[[BEGIN CONFIDENTIAL]]** [REDACTED]. **[[END CONFIDENTIAL]]** See Ex. 46.04, CLINKFAC0421, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015, at 3.

<sup>146</sup> Ex. 46.01, CLINKFAC0421, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107917 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Oct. 29, 2015.

<sup>147</sup> Ex. 46.01b, CLINKFAC0421, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107917 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Oct. 29, 2015, with attachments.

<sup>148</sup> *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

93. [REDACTED]

[REDACTED]

[REDACTED]

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<sup>149</sup> Ex. 46.08, CLINKFAC0421, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40869124*, dated Oct. 29, 2015.

<sup>150</sup> Ex. 46.04, CLINKFAC0421, File: Correspondence from Patricia Mason (Verizon) dated November 13, 2015 **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

<sup>151</sup> Ex. 47.01c, CLINKFAC0469, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC112558 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Feb. 5, 2016, with attachments.

[illegible]

<sup>152</sup> Ex. 47.05, CLINKFAC0469, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2015*, dated Oct. 26, 2015; Ex. 47.04, CLINKFAC0469, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2015*, dated Dec. 17, 2015; Ex. 47.03, CLINKFAC0469, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2015*, dated Jan. 4, 2016.

<sup>153</sup> Ex. 47.02, CLINKFAC0469, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY203*, dated Jan. 15, 2016.

<sup>154</sup> Ex. 47.13, CLINKFAC0469, File: CONFIDENTIAL Ex. 47.13 - PY2Q3 DS1 wo Miles.xlsx.

<sup>155</sup> Ex. 47.14, CLINKFAC0469, File: CONFIDENTIAL Ex. 47.14 - PY2Q3 DS3 CLF CLS Vol.xlsx.

95.

158

<sup>156</sup> Ex. 47.01, CLINKFAC0469, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC112558 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Feb. 5, 2016.

<sup>157</sup> Ex. 47.01c, CLINKFAC0469, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, FW: CCQWC112558 CenturyLink - Verizon South Claim; BAN: 412M520008196, dated Feb. 5, 2016, with attachments.

158 *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

97. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>161</sup>

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<sup>159</sup> Ex. 47.06, CLINKFAC0469, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: Status\_SpreadSheet\_40889583.xls*, dated Feb. 12, 2016.

<sup>160</sup> Ex. 48.01c, CLINKFAC0505B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC122039 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 13, 2016, with attachments.

<sup>161</sup> Ex. 48.04, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2015*, dated

98. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

99. [REDACTED]

[REDACTED]

[REDACTED]

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Jan 22, 2016; Ex. 48.06, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2016*, dated Feb. 22, 2016; Ex. 48.05, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2016*, dated Apr. 8, 2016.

<sup>162</sup> Ex. 48.02, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail)*, dated Apr. 26, 2016.

<sup>163</sup> Ex. 48.02a, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail)*, dated Apr. 26, 2016, with attachments.

<sup>164</sup> Ex. 48.02c, CLINKFAC0505B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail)*, dated Apr. 26, 2016, with attachments.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 167

100. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

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<sup>165</sup> Ex. 48.01, CLINKFAC0505B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC122039 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 13, 2016.

<sup>166</sup> *Id.*

<sup>167</sup> *Id.*

<sup>168</sup> Ex. 48.07, CLINKFAC0505B, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40921340*, dated Jul. 13, 2016.



VII. Verizon Fails to Respond to Informal Dispute Resolution, and CenturyLink Files Its Informal Complaint.

101. On September 9, 2015, CenturyLink escalated the disputes with Verizon.<sup>169</sup> After additional months of subsequent inquiries from CenturyLink continued to elicit no substantive engagement from Verizon, CenturyLink was compelled to request **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** with Verizon on March 21, 2016 covering all the disputes to date.<sup>170</sup> CenturyLink's March 2016 dispute resolution request walked through the quarterly disputes in detail, and requested dispute resolution **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** Verizon responded over two months later on May 31, 2016, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]<sup>171</sup> **[[END CONFIDENTIAL]]** CenturyLink then filed an informal complaint with the FCC on June 17, 2016.

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<sup>169</sup> See Ex. 40.07, Email from Patrick Welch (CenturyLink) to David Szol (Verizon), *FW: Dispute associated w/Credit Calculation - Verizon*, dated Sep. 9, 2015.

<sup>170</sup> See Ex. 40.22, Dispute Notice Letter from Patrick Welch (CenturyLink) to Verizon, *Re: Dispute Notice and Request for Informal Dispute Resolution*, dated Mar. 21, 2016.

<sup>171</sup> See Ex. 40.23, Response to Dispute Notice Letter from David Szol (Verizon) to Patrick Welch (CenturyLink), dated May 31, 2016.



VIII. Verizon Withholds Undisputed Credits While CenturyLink Continues to Submit Claims. [[BEGIN CONFIDENTIAL]]

[REDACTED]

102. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

173

103. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>172</sup> Ex. 49.07a, CLINKFAC0610B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CLINKFAC0610B Verizon FRP Credit Calculation (Mar'16-May'16) 08-17-16*, dated Jan. 11, 2017, with attachments.

<sup>173</sup> Ex. 49.03, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2016*, dated Apr. 26, 2016; Ex. 49.02, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2016*, dated May 25, 2016; Ex. 49.04, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2016*, dated Jul. 6, 2016.

<sup>174</sup> Ex. 49.05, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: PY3Q1 Credit*, dated Aug. 1, 2016.

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<sup>175</sup> Ex. 49.05h, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: PY3Q1 Credit*, dated Aug. 1, 2016, with attachments.

<sup>176</sup> Ex. 49.05i, CLINKFAC0610B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: PY3QI Credit*, dated Aug. 1, 2016, with attachments.

<sup>177</sup> Ex. 49.22, CLINKFAC0610B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: PY3Q1 Credit*, dated Mar. 2, 2017, at 3.

178 *Id.*

<sup>179</sup> *Id.*, at 4.

[REDACTED]

[REDACTED]

[REDACTED]

106. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 182

107. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 183

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<sup>180</sup> Ex. 49.06, CLINKFAC0610B, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: PY3Q1 Credit (Revised)*, dated May 23, 2017.

<sup>181</sup> Ex. 49.07, CLINKFAC0610B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CLINKFAC0610B Verizon FRP Credit Calculation (Mar'16-May'16) 08-17-16*, dated Jan. 11, 2017.

<sup>182</sup> *Id.*

<sup>183</sup> Ex. 49.08, CLINKFAC0610B, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Rejected Claim - Batch Number: 40953706*, dated Jan. 12, 2017.

108.

185

<sup>184</sup> Ex. 50.01c, CLINKFAC0765B, Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134091 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017, with attachments.

<sup>185</sup> Ex. 50.03, CLINKFAC0765B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2016*, dated Jul. 26, 2016; Ex. 50.02, CLINKFAC0765B, Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2016*, dated Sep. 6, 2016; Ex. 50.05, CLINKFAC0765B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY302*, dated Dec. 20, 2016.

<sup>186</sup> Ex. 50.05, CLINKFAC0765B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2*, dated Dec. 20, 2016.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>187</sup> Ex. 50.05, CLINKFAC0765B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2*, dated Dec. 20, 2016; Ex. 50.09, CLINKFAC0765B, File: PY3Q2 Centurylink DS1 0 miles.xlsx.

<sup>188</sup> Ex. 50.05, CLINKFAC0765B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2*, dated Dec. 20, 2016; Ex. 50.10, CLINKFAC0765B, File: PY3Q2 Centurylink DS3 CLS\_CLF Units.xlsx.

<sup>189</sup> Ex. 50.04, CLINKFAC0765B, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2 (Revised)*, dated May 23, 2017, at 3.

<sup>190</sup> *Id.*, at 2.

[illegible]

<sup>191</sup> Ex. 50.01, CLINKFAC0765B, Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134091 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017.

192 *Id.*

193 *Id.*

<sup>194</sup> Ex. 51.01c, CLINKFAC0766B, Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134092 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017, with attachments.

<sup>195</sup> Ex. 51.03, CLINKFAC0766B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3*, dated Feb. 7, 2017.

196 *Id.*

<sup>197</sup> *Id.*; Ex. 51.05, CLINKFAC0766B, File: PY3Q3 Centurylink DS1 w 0 miles.xlsx.

<sup>198</sup> *Id.*; Ex. 51.11, CLINKFAC0766B, File: PY3Q3 DS3 CLS CLF Billed Units.xlsx.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

117. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>203</sup>

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<sup>199</sup> Ex. 51.02, CLINKFAC0766B, Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3 (Revised)*, dated May 23, 2017, at 2-4.

<sup>200</sup> *Id.*

<sup>201</sup> Ex. 51.01c, CLINKFAC0766B, Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134092 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017, with attachments.

<sup>202</sup> *Id.*

<sup>203</sup> *Id.*



118.

205

119.

<sup>204</sup> Ex. 52.01c, CLINKFAC0797B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, FW: CCQWC136216 CenturyLink - Verizon South Claim; BAN: 412M520008196, dated Apr. 21, 2017, with attachments.

<sup>205</sup> Ex. 52.14, CLINKFAC0797B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)*, dated Feb. 14, 2018, at 4-5.

206 *Id.*

<sup>207</sup> *Id.*; Ex. 52.06, CLINKFAC0797B, File: PY3Q4 CLink DS1 with 0 miles.xlsx.

120.

<sup>208</sup> Ex. 52.14, CLINKFAC0797B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)*, dated Feb. 14, 2018, at 4-5; Ex. 52.11, CLINKFAC0797B, File: PY3Q4 DS3 CLS CLF Billed Units.xlsx.

<sup>209</sup> Ex. 52.14, CLINKFAC0797B, Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)*, dated Feb. 14, 2018, at 4-5.

210 *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

123. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>211</sup> Ex. 52.01, CLINKFAC0797B, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, FW: CCQWC136216 CenturyLink - Verizon South Claim; BAN: 412M520008196, dated Apr. 21, 2017.

<sup>212</sup> *Id.*

<sup>213</sup> *Id.*

<sup>214</sup> See the documents labeled, “Verizon Invalid FMS Conversion” in Exhibits 53, 54, 57, 58, 61, 65, and 67 for summaries of these claims.

[REDACTED]

[REDACTED]<sup>215</sup>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

125. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>215</sup> Ex. 53.05, FMS CLINKFAC0391, Email from Anna McDermott (Verizon) to Anne Grimm (CenturyLink), *FMS Conversion - Impact*, dated Apr. 23, 2014.

<sup>216</sup> *Id.* **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

[illegible]

<sup>217</sup> Ex. 53.04, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *Claims FMS Joe Romero*, dated Oct. 2, 2015.

<sup>218</sup> Ex. 53.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106291 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Sep. 30, 2015; Ex. 54.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106292 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Sep. 30, 2015; Ex. 57.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106348 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Sep. 30, 2015; Ex. 58.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106294 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Sep. 30, 2015.

<sup>219</sup> Ex. 53.04, Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), *Claims FMS Joe Romero*, dated Oct. 2, 2015.

<sup>220</sup> Ex. 61.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107903 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Oct. 29, 2015; Ex. 65.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107905 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Oct. 29, 2015; Ex. 67.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW:*

[REDACTED]

127. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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CCQWC107906 CenturyLink - Verizon West Claim; BAN: 202M910005001, dated Oct. 29, 2015.

<sup>221</sup> See, e.g., Ex. 53.02, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863422*, dated Oct. 29, 2015; Ex. 53.03, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863539*, dated Oct. 29, 2015; Ex. 54.02, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863455*, dated Oct. 29, 2015; Ex. 54.03, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863543*, dated Oct. 29, 2015; Ex. 57.02, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863549*, dated Oct. 29, 2015; Ex. 57.03, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863553*, dated Oct. 29, 2015; Ex. 58.02, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40863547*, dated Oct. 29, 2015; Ex. 67.02, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40868952*, dated Oct. 30, 2015.

<sup>222</sup> See the documents labeled, "Verizon Invalid FMS Conversion" in Exhibits 55, 56, 59, 60, 62-64, 66, and 68 for summaries of these claims.



128. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

129. [REDACTED]

[REDACTED]

224

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<sup>223</sup> Ex. 55.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115124 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 56.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115123 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 59.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115122 CenturyLink - Verizon North Claim; BAN: 212M110139500*, dated Mar. 10, 2016; Ex. 60.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115121 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 62.01, Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter - Batch Number: 40868956*, dated Oct. 29, 2015; Ex. 63.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115120 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 64.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115119 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 66.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115118 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Mar. 10, 2016; Ex. 68.01, Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115117 CenturyLink - Verizon West Claim; BAN: 202M910005001*, dated Mar. 10, 2016.

<sup>224</sup> See Exhibits 53 through 68 for material related to the FMS claim submissions.

[REDACTED]

[REDACTED]

**[[END CONFIDENTIAL]]**




**PUBLIC VERSION**

CERTIFICATION

I certify under penalty of perjury that the foregoing is true and correct. Executed on February

23<sup>rd</sup>, 2018.

  
Tiffany Brown

# Tab D

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**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
f/k/a Qwest Communications Company,	)	
LLC,	)	
	)	
Complainant,	)	
v.	)	Docket No. 18-33
	)	File No. EB-16-MDIC-0015
Verizon Services Corp.; Verizon	)	
Virginia LLC; Verizon Washington,	)	
D.C., Inc.; Verizon Maryland LLC;	)	
Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey	)	
Inc.; Verizon New York Inc.; Verizon	)	
New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**DECLARATION OF PATRICK WELCH**

I, Patrick Welch, of full age, hereby declare and certify as follows:

1. I have been employed with CenturyLink for over twenty-two years, and currently serve as Manager of Finance in the Facility Cost group at CenturyLink Communications, LLC ("CenturyLink"), a position I have held since 2009. In that position, **[[BEGIN**

**CONFIDENTIAL]]** [REDACTED]

[REDACTED]. **[[END CONFIDENTIAL]]**

**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

2. Specifically, I am familiar with the **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** Verizon Services Corp. and its related  
operating companies (collectively, “Verizon”) in connection with the special access services that  
CenturyLink received. This familiarity extends to the **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]** that CenturyLink should have received under the tariffs  
and to CenturyLink’s efforts to dispute Verizon’s overcharges, **[[BEGIN CONFIDENTIAL]]**  
[REDACTED]  
**[[END CONFIDENTIAL]]** I am also familiar with Verizon’s responses to those dispute  
submissions.

3. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]**

4. I have reviewed the affidavit of Tiffany Brown. **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] **[[END CONFIDENTIAL]]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

CONFIDENTIAL

7. For the time periods relevant to this dispute with Verizon, [[BEGIN

1. [[BEGIN CONFIDENTIAL]] [REDACTED] [[END

CONFIDENTIAL]]

6. My knowledge and role in this dispute with Verizon is further discussed below.

[REDACTED] [[END CONFIDENTIAL]]

[REDACTED]

[REDACTED]

[REDACTED] CONFIDENTIAL

CONFIDENTIAL]] Similarly, based on my role at CenturyLink, [[BEGIN

CONFIDENTIAL]]

CONFIDENTIAL]]

5. Based on my role as Manager of Finance at CenturyLink, [[BEGIN

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

II. [REDACTED]

10. [REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>1</sup> See, e.g., Brown Decl., at ¶ 34.

13. [REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

[REDACTED]

III. [REDACTED]

16. [REDACTED]

[REDACTED]

[REDACTED]

---

<sup>2</sup> Brown Decl., at ¶ 37.

<sup>3</sup> Brown Decl., at ¶¶ 9-15.

<sup>4</sup> Brown Decl., at ¶¶ 2-3.

[REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]<sup>8</sup> [[END

CONFIDENTIAL]]

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<sup>5</sup> Brown Decl., at ¶¶ 33-129.

<sup>6</sup> *See, e.g.*, Brown Decl., at ¶¶ 87-92.

<sup>7</sup> Brown Decl., at ¶¶ 52, 56.

<sup>8</sup> *See, e.g.*, Brown Decl. ¶ 37.




**PUBLIC VERSION**

**CERTIFICATION**

I certify under penalty of perjury that the foregoing is true and correct. Executed on February

22, 2018.

  
\_\_\_\_\_  
Patrick Welch

# Tab E

**PUBLIC VERSION**

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
f/k/a Qwest Communications Company,	)	
LLC,	)	
	)	Docket No. 18-33
Complainant,	)	File No. EB-16-MDIC-0015
v.	)	
	)	
Verizon Services Corp.; Verizon	)	
Virginia LLC; Verizon Washington,	)	
D.C., Inc.; Verizon Maryland LLC;	)	
Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey	)	
Inc.; Verizon New York Inc.; Verizon	)	
New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**INFORMATION DESIGNATION OF CENTURYLINK COMMUNICATIONS, LLC**

CenturyLink Communications LLC, f/k/a Qwest Communications Company, LLC (“CenturyLink”), through its attorneys, submits this information designation in connection with the above-captioned formal complaint against Verizon Services Corp., et al. (“Verizon”), in accordance with Sections 1.721(a)(10)(i), (iii), and 1.721(a)(11) of the Federal Communications

## PUBLIC VERSION

Commission's ("Commission") Rules, 47 C.F.R. §§ 1.721(a)(10)(i), (iii) and 1.721(a)(11) and with the Commission's February 9, 2018 order granting related waivers.<sup>1</sup>

### I. INDIVIDUALS BELIEVED TO HAVE FIRST-HAND KNOWLEDGE

Pursuant to 47 C.F.R. § 1.721(a)(10)(i), CenturyLink has set forth below the names, addresses, and positions of the principal individuals at CenturyLink and its third-party vendors or, to CenturyLink's knowledge, at Verizon, who CenturyLink believes to have first-hand knowledge of the facts alleged with particularity in CenturyLink's Formal Complaint, along with a general description of the facts within such individual's knowledge. CenturyLink reserves the right to amend this list as appropriate based on discovery or additional information.

1. Name: Tiffany Brown  
Address: Synchronoss Technologies, Inc., 12102 Sunset Hills Rd., Reston, VA 20190  
Position: Third-party Auditing Vendor for CenturyLink  
Description of facts within this person's knowledge: Overall knowledge of the dispute with Verizon, including knowledge of the agreements and the tariffs, credit calculations, discovery of Verizon's billing and credit errors, and dispute submissions.
2. Name: Patrick Lowell  
Address: Synchronoss Technologies, Inc., 12102 Sunset Hills Rd., Reston, VA 20190  
Position: Third-party Auditing Vendor for CenturyLink  
Description of facts within this person's knowledge: Overall knowledge of the dispute with Verizon, including knowledge of the agreements and the tariffs, credit calculations, discovery of Verizon's billing and credit errors, and dispute submissions.

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<sup>1</sup> The Commission has waived the requirement in Section 1.721(a)(10)(ii) of the Rules, 47 C.F.R. § 1.721(a)(10)(ii), for the complainant to provide a description of all documents and other information in its possession that are relevant to the facts alleged in the complaint. *See* February 9 Letter Ruling. Pursuant to the Commission's letter ruling, and as more fully described in this Information Designation, CenturyLink has attached as exhibits to its pleadings copies of the affidavits, documents, data compilations and tangible things in its possession, custody, or control, upon which it relies or intends to rely to support the facts alleged and legal arguments made in its pleadings.

## PUBLIC VERSION

3. Name: Patrick Welch  
Address: CenturyLink Communications, LLC, 5325 Zuni Street, 3rd Floor, Denver, CO 80221  
Position: Manager of Finance  
Description of facts within this person's knowledge: Overall knowledge of the dispute with Verizon, including knowledge of Verizon's billing procedures and credit errors, and dispute submissions.
4. Name: Adam Sherr  
Address: CenturyLink Communications, LLC, 1600 7th Avenue, Room 1506 Seattle, WA 98191  
Position: Associate General Counsel  
Description of facts within this person's knowledge: Knowledge of the agreements and tariffs with Verizon.
5. Name: Joe Romero  
Address: CenturyLink Communications, LLC, 5325 Zuni Street, 3rd Floor, Denver, CO 80221  
Position: Senior Financial Analyst  
Description of facts within this person's knowledge: Knowledge of the dispute submissions to Verizon.
6. Name: Robert Montenegro  
Address: CenturyLink Communications, LLC, 2355 Dulles Corner Boulevard, Herndon, VA 20171  
Position: Senior Lead Carrier Relations Consultant  
Description of facts within this person's knowledge: Knowledge of Verizon's billing and credit practices.
7. Name: Anne Grimm  
Address: CenturyLink Communications, LLC, 4650 Lakehurst Road, Dublin, OH 43016  
Position: Senior Lead Carrier Relations Consultant  
Description of facts within this person's knowledge: Knowledge of Verizon's billing and credit practices.
8. Name: Patricia Mason  
Address: Verizon, 6929 North Lakewood Avenue, Tulsa, OK 74117  
Position: Marketing Operations  
Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.
9. Name: Bradley Rhotenberry  
Address: Verizon, 6929 North Lakewood Avenue, Tulsa, OK 74117

## PUBLIC VERSION

Position: Senior Analyst, Wireline Revenue Assurance, Contracts & Rate Management

Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.

10. Name: Henry Ludolph  
Address: Verizon, 6929 North Lakewood Avenue, Tulsa, OK 74117  
Position: Supervisor, Wholesale Financial Operations  
Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.
11. Name: David Szol  
Address: Verizon, 6929 North Lakewood Avenue, Tulsa OK 74117  
Position: Senior Manager, Wholesale Financial Operations  
Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.
12. Name: Curtis Groves  
Address: Verizon, 1300 I Street NW, Suite 400W, Washington, D.C. 20005  
Position: Assistant General Counsel, Federal Regulatory and Legal Affairs  
Description of facts within this person's knowledge: Knowledge of Verizon's agreements and tariffs and CenturyLink's disputes.
13. Name: William Carnell  
Address: Verizon, 1320 N. Court House Road, Arlington, VA 22201  
Position: Assistant General Counsel  
Description of facts within this person's knowledge: Knowledge of Verizon's agreements and tariffs and CenturyLink's disputes.
14. Name: Joe Aguilar  
Address: Verizon, address unknown.  
Position: Consultant, Verizon Corporate Finance  
Description of facts within this person's knowledge: Knowledge of CenturyLink's dispute submissions, Verizon's credit calculations, and Verizon's dispute denials.
15. Name: Chuck Wasserott  
Address: Verizon, 6929 North Lakewood Avenue, Tulsa, OK 74117  
Position: Director Enterprise & Wholesale Collections  
Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.
16. Name: Chris Alston  
Address: Verizon, address unknown.  
Position: Unknown.

## **PUBLIC VERSION**

Description of facts within this person's knowledge: Knowledge of the billing credits and disputes with CenturyLink.

### **II. DOCUMENTS, DATA COMPILATIONS, AND TANGIBLE THINGS**

Pursuant to Section 1.721(a)(ii) of the Commission's Rules, 47 C.F.R. § 1.721(a)(10)(ii), and the Commission's February 9, 2018 Letter Ruling granting the parties' joint request for a waiver in connection with that provision, CenturyLink states that, in lieu of the requirements of stated in Rule 1.721(a)(1)(ii), CenturyLink is relying on the Exhibits submitted with its Formal Complaint.<sup>2</sup>

### **III. IDENTIFICATION OF PERSONS AND THE RELEVANT DOCUMENTS, DATA COMPILATIONS AND TANGIBLE THINGS**

Pursuant to Section 1.721(a)(10)(iii) of the Commission's rules, CenturyLink provides that this information designation was prepared by CenturyLink's outside counsel, Perkins Coie LLP, in cooperation with CenturyLink's in-house counsel, and CenturyLink's employees and consultants (collectively, "CenturyLink"). Perkins Coie LLP, in coordination with CenturyLink, identified the primary persons with first-hand knowledge of the relevant facts. CenturyLink identified the relevant documents and data compilations attached to this Formal Complaint based on a review of the documents and data compilations, and other tangible things created, identified and/or gathered through the identification of billing errors and the filing of disputes with Verizon prior to the commencement of the Formal Complaint. Certain of the materials included among CenturyLink's Exhibits to the Formal Complaint were collected from the following sources: the files of Tiffany Brown; the files of Patrick Welch; the files of Joe Romero; and the files of Anne

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<sup>2</sup> See Documents Relied Upon pursuant to Rule 1.721(a)(11), *infra*.

**PUBLIC VERSION**

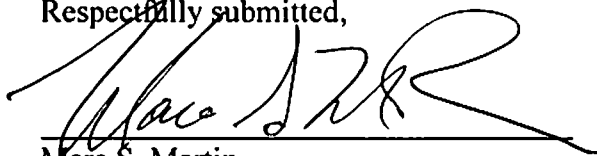
Grimm. Other material was obtained (i) from independent research of publicly available documents, and (ii) otherwise in connection with preparing CenturyLink's Formal Complaint.

**Documents Relied Upon, Rule 1.721(a)(11)**

Pursuant to Section 1.721(a)(11) of the Commission's Rules, 47 C.F.R. § 1.721(a)(11), attached as exhibits to the Formal Complaint are copies of the declarations, documents, data compilations and tangible things in CenturyLink's possession, custody, or control, upon which CenturyLink relies or intends to rely to support the facts alleged and legal arguments made in its Formal Complaint. As a result of the number, duration, and complexity of the billing issues, disputes, and correspondence between the parties, certain exhibits (such as native excel spreadsheets) are being provided in duplicate in order to provide a more complete record. The Formal Complaint cites to the parties' correspondence attaching those files where possible. Certain oversized exhibits are also being provided in electronic format. These exhibits have been served, along with the Formal Complaint, upon Verizon's counsel.

Dated: February 26, 2018

Respectfully submitted,



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Brendon P. Fowler  
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**PUBLIC VERSION**

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*Attorneys for CenturyLink Communications, LLC*

# Tab F

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**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC f/k/a Qwest	)	
Communications Company, LLC,	)	
	)	
Complainant,	)	Docket No. 10-33
v.	)	File No. EB-16-MDIC-0015
	)	
Verizon Services Corp.; Verizon Virginia LLC;	)	
Verizon Washington, D.C., Inc.; Verizon Maryland	)	
LLC; Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey Inc.;	)	
Verizon New York Inc.; Verizon New England Inc.;	)	
Verizon North LLC; Verizon South Inc.,	)	
	)	
Defendants.	)	

**CENTURYLINK COMMUNICATIONS, LLC'S FIRST REQUEST FOR  
INTERROGATORIES TO VERIZON**

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Pursuant to 47 C.F.R. § 1.729(a), CenturyLink Communications LLC, f/k/a Qwest Communications Company, LLC (“CenturyLink”), hereby submits to the Federal Communications Commission, and concurrently serves on the above-captioned defendants (individually and collectively, “Verizon”), this First Request for Interrogatories (“Interrogatories”). As further discussed below, the Interrogatories seek information necessary to the resolution of the disputes raised in the Formal Complaint, and that is not available from any other source. 47 C.F.R. § 1.729(b). Verizon shall respond to these Interrogatories in the time provided by 47 C.F.R. § 1.729, in writing, under oath, and in accordance with the Commission’s rules and the Instructions and Definitions set forth herein.

**DEFINITIONS**

1. All terms used herein shall be construed in an ordinary, common sense manner, and not in a hyper-technical, strained, overly-literal, or otherwise restrictive manner; however, acronyms and other terms of art in the telecommunications industry shall have the meaning typically ascribed to them by the industry.
2. “Agreements” means the 2009 Agreement and the 2014 Agreement.
3. “Any” means each, every, and all persons, places, or things to which the term refers.
4. “Communication” means any transfer of information, whether written, printed, electronic, oral, pictorial, or otherwise transmitted by any means or manner whatsoever.

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5. “Concerning” means relating to, involving, reflecting, identifying, stating, referring to, evidencing, constituting, analyzing, underlying, commenting upon, mentioning, or connected with, in any way, the subject matter of the request.

6. “Contract Tariffs” mean the filed FCC tariff options implementing the 2009 Agreement (Tariff No. 1, § 21, Option 57; Tariff No. 11 § 32, Option 55; and Tariff No. 14 § 21, Option 29); and the 2014 Agreement (Tariff No. 1 § 21, Option 65; Tariff No. 11 § 32, Option 65; and Tariff No. 14 § 21, Option 34).

7. “Copy” means any reproduction, in whole or in part, of an original document and includes, but is not limited to, non-identical copies made from copies.

8. “Describe” and “description” means to set forth fully, in detail, and unambiguously each and every fact of which you have knowledge related to answering the Interrogatory.

9. “Document” means any written, drawn, recorded, transcribed, filed, or graphic matter, including scientific or researchers’ notebooks, raw data, calculations, information stored in computers, computer programs, surveys, tests and their results, however produced or reproduced. With respect to any document that is not exactly identical to another document for any reason, including but not limited to marginal notations, deletions, or redrafts, or rewrites, separate documents should be provided.

10. “FMS” or “FMS arrangement” means the Facilities Management Service

**[[BEGIN CONFIDENTIAL]]** 

**[[END CONFIDENTIAL]]** under Verizon Tariff FCC No. 1, Section 7.2.13(A), and Tariff No. 11, Section 7.2.16(A).

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11. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

12. “Identify,” “identity,” or “identification,” when used in relation to “person” or “persons,” means to state the full name and present or last known address of such person or persons and, if a natural person, his or her present or last known job title, the name and address of his or her present or last known employer, and the nature of the relationship or association of such person to you.

13. “Identify,” “identity,” or “identification,” when used in relation to “document” or “documents,” means to state the date, subject matter, name(s) of person(s) that wrote, signed, initialed, dictated, or otherwise participated in the creation of the same, the name(s) of the addressee(s) (if any), and the name(s) and address(es) (if any) of each person or persons who have possession, custody, or control of said document or documents.

14. “Identify” when used in relation to a “communication” means to identify the participants in each communication and, if such communication is not contained in a document, the date, place, and content of such communication.

15. “Including” means including but not limited to.

16. “MSA” means the Master Services Agreement between the parties effective August 10, 2016.

17. “Original” means the first archetypal document produced, that is, the document itself, not a copy.

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18. “Person” or “persons” means any natural person or persons, group of natural persons acting as individuals, group of natural persons acting as a group (*e.g.*, as a board of directors, a committee, *etc.*), or any firm, corporate entity, partnership, association, joint venture, business, enterprise, cooperative, municipality, commission, or governmental body or agency.

19. “Relevant Period” means March 1, 2009, to the present, unless otherwise specified.

20. “Tariff Filings” or “Contract Tariffs” means the contract tariffs filed with the Commission by Verizon via Transmittal No. 1261 (February 12, 2014) and Transmittal No. 1016 (May 15, 2009) which relate to the 2014 Service Agreement and the 2009 Service Agreement respectively.

21. “2014 Agreement” means the Service Agreement between the parties dated February 14, 2014, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
**[[END CONFIDENTIAL]]**

22. “2009 Agreement” means the Service Agreement between the parties dated May 6, 2009, **[[BEGIN CONFIDENTIAL]]** [REDACTED]  
**[[END CONFIDENTIAL]]**

23. “You,” “your,” or “Verizon” means Verizon Services Corporation and/or each of the above-captioned Verizon operating entities, as well as any parent, affiliated, or subsidiary companies; and employees, officers, directors, agents, representatives, and all other persons or entities acting or purporting to act on their behalf, including without limitation any outside consultant or witness retained by them. In that regard, each and every interrogatory contained herein is directed at you.

**INSTRUCTIONS**

When responding to the following interrogatories, please comply with the instructions below:

1. Each interrogatory is continuing in nature and requires supplemental responses as soon as new, different, or further information is obtained that is related to answering the interrogatory.

2. Provide all information, including all documents, related to answering the interrogatory that are in your possession, custody, or control, regardless of whether such documents are possessed directly by you or by your employees, officers, directors, agents, representatives, or any other person or entity acting or purporting to act on their behalf.

3. In lieu of producing any requested information or documents that were previously provided to CenturyLink in the informal complaint process, identify when and how such information or documents were previously provided to CenturyLink.

4. In any interrogatory, the present tense shall be read to include the past tense, and the past tense shall be read to include the present tense.

5. In any interrogatory, the singular shall be read to include the plural, and the plural shall be read to include the singular.

6. In any interrogatory, the use of the conjunctive shall be read to include the disjunctive, and the use of the disjunctive shall be read to include the conjunctive.

7. Any document withheld from production on the grounds of a privilege is to be specifically identified by author(s), addressee(s), length, and date, with a brief description of the subject matter or nature of the document, and a statement of the privilege asserted.



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8. If you contend that any part of your response to a particular Interrogatory contains trade secrets or other proprietary or confidential business or personal information, such contention shall not provide a basis for refusing to respond within the time required by the applicable rules. You shall respond according to and consistent with the terms of the Protective Order entered by the Commission in this proceeding on February 9, 2018.

9. Please begin the response to each request on a separate page.

10. Please restate each interrogatory before providing the response or objection.

11. Please specify the interrogatory in response to which any document, narrative response, or objection is provided. If a document, narrative response, or objection relates to more than one request, please cross reference.

12. For each separate interrogatory, identify the person(s) under whose supervision the response was prepared.

13. If applicable, for any interrogatory consisting of separate subparts or portions, a complete response is required to each subpart as if the subpart or portion were propounded separately.

14. Produce any documents in the form of legible, complete, and true copies of the original documents as "original" is defined herein. To the extent that excel spreadsheets are produced, they should be provided in native format.

15. Please provide all documents in their native format, together with all metadata.

16. If you assert that documents or information related to answering an interrogatory are unavailable or have been discarded or destroyed, state when and explain in detail why any such document or information was unavailable, discarded, or destroyed, and identify the person

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directing the discarding or destruction. If a claim is made that the discarding or destruction occurred pursuant to a discarding or destruction program, identify and produce the criteria, policy, or procedures under which such program was undertaken.

17. If any interrogatory cannot be answered in full after reasonable inquiry, provide the response to the extent available, state why the interrogatory cannot be answered in full, and provide any information within your knowledge concerning the description, existence, availability, and custody of any unanswered portions.

INTERROGATORIES

CTL-VZ.1: [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] the contract tariffs identify the requirements  
[[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] fully describe the process,  
practice, and methodology by which Verizon determined [[BEGIN CONFIDENTIAL]]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

Explanation:

The information sought in this interrogatory is directly relevant to CenturyLink's  
overcharge disputes related to the 2009 Agreement, [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED]  
[REDACTED] [[END CONFIDENTIAL]] This information is not available to  
CenturyLink through any source other than Verizon, and Verizon is the only source of  
information as to how it internally viewed the 2009 Agreement's requirements [[BEGIN  
CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

**CTL-VZ.2:** Please produce all documents (excluding those appended as Exhibits to CenturyLink's formal complaint) describing, explaining, summarizing, referencing, or otherwise relating to Verizon's process, practice, and methodology for **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

**Explanation:**

The information sought in this interrogatory is directly relevant to CenturyLink's overcharge disputes related to the 2009 Agreement, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information as to how it internally viewed the 2009 Agreement's requirements **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

CTL-VZ 3: [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] tariff provisions and definitions  
identify the requirements [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END  
CONFIDENTIAL]] Please fully describe the process, practice, and methodology by which  
Verizon determined whether [[BEGIN CONFIDENTIAL]] [REDACTED]  
[REDACTED] [[END CONFIDENTIAL]]

Explanation:

The information sought in this interrogatory is directly relevant to CenturyLink's  
overcharge disputes related to the 2014 Agreement, [[BEGIN CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END CONFIDENTIAL]] This information is not available to  
CenturyLink through any source other than Verizon, and Verizon is the only source of  
information as to how it internally viewed the 2014 Agreement's requirements [[BEGIN  
CONFIDENTIAL]] [REDACTED]

[REDACTED] [[END  
CONFIDENTIAL]]

**CTL-VZ 4:** Please produce all documents (excluding those appended as Exhibits to CenturyLink's formal complaint) describing, explaining, summarizing, referencing, supporting, or otherwise relating **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]**

**Explanation:**

The information sought in this interrogatory is directly relevant to CenturyLink's overcharge disputes related to the 2014 Agreement, **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information as to how it internally viewed the 2014 Agreement's requirements **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED] **[[END**

**CONFIDENTIAL]]**

**CTL-VZ.5:** Regarding the period of the FMS arrangement, fully describe all processes, mechanisms, policies, and other methods by which Verizon attempted to meet its obligation to “maximize network efficiencies and to optimize economic efficiencies” pursuant to Verizon FCC Tariff No. 1 § 7.2.13(A) and Tariff No. 11 § 7.2.16(A), **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

**Explanation:**

The information sought in this interrogatory is directly relevant to CenturyLink’s overcharge claims related to Verizon’s obligation **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]** This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information **[[BEGIN CONFIDENTIAL]]** [REDACTED]

**[[END CONFIDENTIAL]]**

**CTL-VZ 6:** Regarding the period of the FMS arrangement, please produce all analyses, reports, and other documents (excluding those appended as Exhibits to CenturyLink's formal complaint) describing, explaining, summarizing, referencing, supporting or otherwise relating to your response to Interrogatory CTL-VZ 5.

**Explanation:**

The information sought in this interrogatory is directly relevant to CenturyLink's overcharge claims related to Verizon's obligation to optimize circuit routing **[[BEGIN**  
**CONFIDENTIAL]]** [REDACTED] **[[END**  
**CONFIDENTIAL]]**, and whether Verizon took any other related actions. This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information as to how it internally viewed its obligations under the FMS arrangement and what steps, if any, Verizon took to meet that obligation.



**CTL-VZ 7:** For each claim identified in Table 9, Paragraph 70 of Century Link's Formal Complaint, fully describe the process and steps Verizon followed to receive, analyze, investigate and resolve each claim, and produce all documents (excluding those appended as Exhibits to CenturyLink's formal complaint) describing, explaining, summarizing, referencing, or otherwise relating to that process and steps.

**Explanation:**

The information sought in this interrogatory is directly relevant to Verizon's practices in impeding the dispute submission and resolution process under the contract tariffs, as well as to the manner in which Verizon used those practices to reject or deny credit disputes. This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information as to how it internally received, reviewed and processed disputes submitted by CenturyLink and how Verizon assessed whether the credits were affected.

**CTL-VZ 8:** Fully describe any and all efforts that Verizon took to adjust, update, or correct its calculation of quarterly credits on a going forward basis after Verizon's receipt of each of CenturyLink's claims for the quarters identified in Table 1, Paragraph 30 of Century Link's Formal Complaint.

**Explanation:**

The information sought in this interrogatory is directly relevant to whether Verizon took any corrective steps to mitigate continued overcharging after being placed on notice regarding its errors through CenturyLink's dispute submissions. This information is not available to CenturyLink through any source other than Verizon, and Verizon is the only source of information **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

CTL-VZ.9: Fully describe how Verizon ensured during the Relevant Period [[BEGIN

CONFIDENTIAL]]

[[END CONFIDENTIAL]], including any mechanisms or processes in place to eliminate double-counting and any individuals involved in investigating potential double-counting issues.

Explanation:

The information sought in this interrogatory is directly relevant [[BEGIN

CONFIDENTIAL]] [[END

CONFIDENTIAL]], which Verizon claims it did not do despite evidence to the contrary.

Information regarding Verizon's internal compliance processes and bill error review efforts or

mechanisms is not available to CenturyLink through any source other than Verizon, and Verizon

is the only source of information [[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]]

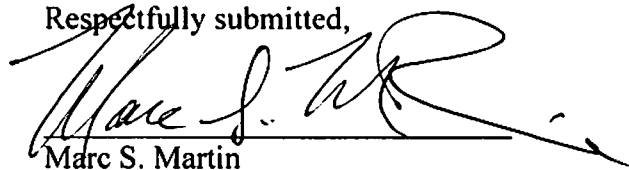
**CTL-VZ 10:** Please identify each customer of Verizon's who subscribed to the tariff options referenced in the complaint related to the **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**, or who subscribed to a similar Flat Rate Pricing option in another tariff, that during the Relevant Period submitted billing disputes or other communications to Verizon alleging that Verizon incorrectly calculated that customer's quarterly credit or other similar credit for the purposes of their Flat Rate Pricing option, and for each such dispute or communication identify the time frame of the dispute, fully describe the nature of the dispute or communication as submitted to Verizon, and fully describe how Verizon resolved that dispute or communication.

**Explanation:**

The information sought in this interrogatory is directly relevant to whether Verizon was on notice from customers other than CenturyLink of the same or similar calculation errors and circuit count issues. Information regarding Verizon's internal assessment, if any, of disputes submitted by CenturyLink and whether Verizon even accepted certain disputes for internal review is not otherwise available to CenturyLink, and Verizon is the only source of this information.

Dated: February 26, 2018

Respectfully submitted,



Marc S. Martin  
Brendon P. Fowler  
Michael A. Sherling  
PERKINS COIE LLP

**PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED**

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*Attorneys for CenturyLink Communications, LLC*

Tab G

**PUBLIC VERSION**

**TABLE OF EXHIBITS**

<b>Ex. No.</b>	<b>Document Description</b>
1	Master Services Agreement (MSA) between Qwest Communications and Verizon Communications (Aug. 11, 2006)
2	MSA Attachment 11 - Special Access Overlay Ethernet Adjustment Agreement (May 6, 2009)
3	2009 Service Agreement between Verizon Services Corp. and Qwest Communications (May 6, 2009)
4	MSA Attachment 13 - Tiered Pricing Product Schedule between Qwest Communications and Verizon Services Corp. (Feb. 14, 2014)
5	2014 Service Agreement between Verizon Services Corp. and Qwest Communications (Feb. 14, 2014)
6	Amended and Restated Attachment 2 to the Verizon Partner Solutions MSA ("Attachment 2") between Verizon Services Corp. et al. and Qwest Communications (May 6, 2009)
7	Amendment Number 1 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Nov. 11, 2010)
8	Amendment Number 2 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Feb. 24, 2011)
9	Amendment Number 3 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Sep. 7, 2012)
10	Amendment Number 4 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Oct. 2, 2012)
11	Amendment Number 6 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Feb. 14, 2014)
12	Amendment Number 9 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (Feb. 19, 2015)
13	Amendment Number 12 to Attachment 2 to the MSA between Verizon Services Corp. et al. and Qwest Communications (May 6, 2016)
14	Verizon Tariff F.C.C. No. 1, Section 21.58, Contract Tariff Option 57 (May 30, 2009)
15	Verizon Tariff F.C.C. No. 11, Section 32.56, Contract Tariff Option 55 (May 30, 2009)
16	Verizon Tariff F.C.C. No. 14, Section 21.30, Contract Tariff Option 29 (May 30, 2009)
17	Verizon Tariff F.C.C. No. 1, Section 21.66, Contract Tariff Option 65 (Feb. 27, 2014)

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
18	Verizon Tariff F.C.C. No. 11, Section 32.66, Contract Tariff Option 65 (Feb. 27, 2014)
19	Verizon Tariff F.C.C. No. 14, Section 21.35, Contract Tariff Option 34 (Feb. 27, 2014)
20	Verizon Tariff F.C.C. No. 1, Section 2, General Regulations
21	Verizon Tariff F.C.C. No. 1, Section 7, Special Access Service
22	Verizon Tariff F.C.C. No. 1, Section 7.2.13, Facilities Management Service#
23	Verizon Tariff F.C.C. No. 1, at § 21.22(E)(2)(e)(1); § 21.24(E)(2)(e)(1); § 21.56(E)(2)(c)(2); § 21.57(I)(3); § 21.57(Q)(4)
24	Verizon Tariff F.C.C. No. 11, Section 7.1.2, Rate Categories
25	Verizon Tariff F.C.C. No. 11, Section 7.2.16, Facilities Management Service
26	Verizon Tariff F.C.C. No. 14, Section 5.1, General
27	Verizon Tariff F.C.C. No. 16, Section 7.2, Rate Categories, Applications and Regulations
28	Verizon Transmittal No. 1016, Description Letter (May 15, 2009)
29	Verizon Transmittal No. 1261, Description Letter (Feb. 12, 2014)
30	CenturyLink Verizon Timelines
31	Dispute Category 1 - Miscalculating Equivalents for DS3 CLF Units (updated)
32	Dispute Category 2 - Including Units Without USOCs (updated)
33	Dispute Category 3 - Double-Counting Units (updated)
34	Dispute Category 4 - Misdesignating DS3 CLF Units (updated)
35	Dispute Category 5 - Misdesignating DS0 Units (updated)
36	Dispute Category 6 - Failure to Optimize Circuit Routing (updated)
37.01	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2013</i> , dated May 13, 2013
37.01a	Email attachment
37.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes</i> , dated Jul. 25, 2013
37.02a	Email attachment
37.02b	Email attachment
37.02c	Email attachment
37.02d	Email attachment
37.03	Email from submit.claims@verizon.com to Patrick Lowell (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40795340</i> , dated Aug. 5, 2014



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<b>Ex. No.</b>	<b>Document Description</b>
37.03a	Email attachment
37.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2013</i> , dated Jun. 18, 2013
37.04a	Email attachment
37.05	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes (Verizon)</i> , dated Jul. 29, 2013
37.05a	Email attachment
37.05b	Email attachment
37.06	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC083326 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Jul. 31, 2014
37.06a	Email attachment
37.06b	Email attachment
37.06c	Email attachment
37.06d	Email attachment
37.06e	Email attachment
37.07	40794911 7.31.14 zip file
37.08	Centurylink PY5Q1_DS1 DS3 FMS MRC
37.09	Centurylink PY5Q1_DS3 CLF_CLS Billed Units
37.10	Centurylink (QWEST) Monthly Tracking Report, Apr 2013
37.11	Centurylink (QWEST) Monthly Tracking Report, May 2013
37.12	Centurylink (QWEST) Monthly Tracking Report_PY5Q1_w_disputes
37.13	Letter of Acknowledgement 40795340 8-5-14 zip file
37.14	PY5Q1 Centurylink BAN (send)
37.15	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40794911</i> , dated Jul. 31, 2014
38.01	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013</i> , dated Oct. 25, 2013
38.01a	Email attachment
38.01b	Email attachment
38.02	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013 (PY5Q2)</i> , dated Oct. 29, 2013

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
38.02a	Email attachment
38.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2013</i> , dated Aug. 15, 2013
38.03a	Email attachment
38.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2013</i> , dated Jul. 12, 2013
38.04a	Email attachment
38.05	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC083325 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Jul. 31, 2014
38.05a	Email attachment
38.05b	Email attachment
38.05c	Email attachment
38.05d	Email attachment
38.05e	Email attachment
38.06	40794915 7.31.14 zip file
38.07	Centurylink (QWEST) Monthly Tracking Report_Aug 2013 w dispute revised
38.08	Centurylink (QWEST) Monthly Tracking Report_Aug 2013 w dispute
38.09	Centurylink (QWEST) Monthly Tracking Report_Jul 2013
38.10	Centurylink (QWEST) Monthly Tracking Report_Jun 2013
38.11	Letter of Acknowledgement 40795381 8-5-14 zip file
38.12	PY5Q2 Centurylink DS3 CLF_CLS Billed Units
38.13	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40794915</i> , dated Jul. 31, 2014
39.01	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013 (PY5Q3)</i> , dated Feb. 4, 2014
39.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2013</i> , dated Nov. 14, 2013
39.02a	Email attachment
39.02b	Email attachment
39.02b1	Email attachment
39.02c	Email attachment
39.02c1	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
39.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013</i> , dated Jan. 2, 2014
39.03a	Email attachment
39.03b	Email attachment
39.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2013 - Verizon</i> , dated Oct. 14, 2013
39.04a	Email attachment
39.05	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC083324 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Jul. 31, 2014
39.05a	Email attachment
39.05b	Email attachment
39.05c	Email attachment
39.05d	Email attachment
39.05e	Email attachment
39.06	40794919 7.31.14 zip file
39.07	Centurylink (QWEST) Monthly Tracking Report, Nov 2013
39.08	Centurylink (QWEST) Monthly Tracking Report, Oct 2013
39.09	Centurylink (QWEST) Monthly Tracking Report, Sep 2013
39.10	Letter of Acknowledgement 40795380 8-5-2014 zip file
39.11	PY5Q3 Centurylink DS1_DS3_FMS MRC
39.12	PY5Q3 Centurylink DS3 CLF_CLS Billed Units
39.13	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40794919</i> , dated Jul. 31, 2014
40.01	Email exchanges between Tiffany Brown (CenturyLink) and Joseph Aguilar (Verizon), <i>RE: Dispute associated w/Credit Calculation - Verizon</i> , dated 2014
40.01a	Email attachment
40.02	Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), <i>RE: FRP Disputes</i> , dated Aug. 5, 2014
40.03	Email from Joseph Aguilar (Verizon) to Patrick Lowell (CenturyLink), Tiffany Brown (CenturyLink), Anne Grimm (CenturyLink), Joseph Romero (CenturyLink), <i>RE: Dispute associated w/Credit Calculation - Verizon</i> , dated Nov. 21, 2014
40.04	Email exchanges among Patrick Lowell (CenturyLink), Joseph Aguilar (Verizon), Joseph Romero (CenturyLink) and Tiffany Brown (CenturyLink), <i>RE: Disputes</i>

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<b>Ex. No.</b>	<b>Document Description</b>
	<i>Associated with Verizon's credit calculation, dated winter 2015</i>
40.05	Email exchanges between Patrick Welch (CenturyLink) and Joseph Aguilar (Verizon), <i>RE: CSP Dispute</i> , dated spring 2015
40.06	Email from Joseph Aguilar (Verizon) to Patrick Lowell (CenturyLink), <i>RE: CSP Dispute</i> , dated May 4, 2015
40.07	Email from Patrick Welch (CenturyLink) to David Szol (Verizon), <i>FW: Dispute associated w/Credit Calculation - Verizon</i> , dated Sep. 9, 2015
40.08	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2013</i> , dated Jan. 20, 2014
40.08a	Email attachment
40.09	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014</i> , dated Mar. 17, 2014
40.09a	Email attachment
40.09b	Email attachment
40.10	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014</i> , dated Mar. 14, 2014
40.10a	Email attachment
40.11	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2014</i> , dated Feb. 17, 2014
40.11a	Email attachment
40.12	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014</i> , dated May 9, 2014
40.13	Email from Joseph Romero (CenturyLink) to Joseph Aguilar (Verizon), <i>Dispute</i> , dated Jun. 18, 2014
40.13a	Email attachment
40.13b	Email attachment
40.13c	Email attachment
40.13d	Email attachment
40.14	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40789586</i> , dated Jun. 19, 2014
40.15	Centurylink (QWEST) Monthly Tracking Report, Dec 2013
40.16	Centurylink (QWEST) Monthly Tracking Report, Feb 2014

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<b>Ex. No.</b>	<b>Document Description</b>
40.17	Centurylink (QWEST) Monthly Tracking Report, Jan 2014
40.18	CLINKFAC0168 FRP FMS DS3 CLF EQUIVALENT ANALYSIS 2014-02
40.19	PY5Q4_Centurylink DS1_DS3_FMS MRC
40.20	PY5Q4_Centurylink DS3 CLF_CLS Billed Units
40.21	Status SpreadSheet 40789586
40.22	Dispute Notice Letter from Patrick Welch (CenturyLink) to Verizon, <i>Re: Dispute Notice and Request for Informal Dispute Resolution</i> , dated Mar. 21, 2016
40.23	Response to Dispute Notice Letter from David Szol (Verizon) to Patrick Welch (CenturyLink), dated May 31, 2016
40.24	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC081041 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Jun. 19, 2014
40.24a	Email attachment
40.24b	Email attachment
40.24c	Email attachment
40.24d	Email attachment
40.24e	Email attachment
41.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC105568 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Sep. 15, 2015
41.01a	Email attachment
41.01b	Email attachment
41.01c	Email attachment
41.01d	Email attachment
41.01e	Email attachment
41.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)</i> , dated Sep. 3, 2014
41.02a	Email attachment
41.02b	Email attachment
41.02c	Email attachment
41.02d	Email attachment
41.02e	Email attachment
41.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2014</i> , dated May 30, 2014
41.03a	Email attachment
41.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE:</i>

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2014</i> , dated May 30, 2014
41.04a	Email attachment
41.04b	Email attachment
41.04c	Email attachment
41.04d	Email attachment
41.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2014</i> , dated Jun. 30, 2014
41.05a	Email attachment
41.06	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY1Q1 REVISED</i> , dated Nov. 24, 2014
41.06a	Email attachment
41.07	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Rejected Claim - Batch Number: 40860467</i> , dated Sep. 15, 2015
41.07a	Email attachment
41.08	2014_03 Centurylink Monthly Track Report_(send)_Final
41.09	2014_03_Centurylink Billed TBR Rev_send
41.10	2014_03_Centurylink DS3 CLF CLS _ send
41.11	2014_03_Centurylink TLS._send
41.12	2014_04 Centurylink Monthly Track Report_(send)_Final
41.13	2014_05 Centurylink Monthly Track Report_PY1Q1
41.14	Centurylink PY1Q1 Billed TBR Rev
41.15	Centurylink PY1Q1 DS1 wo Miles
41.16	PY1Q1 Centurylink BAN (send) FINAL
41.17	PY1Q1 Centurylink Monthly Track Report_w disputes_Final
41.18	PY1Q1_Centurylink DS3 CLF CLS
42.01	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2014</i> , dated Jul. 30, 2014
42.01a	Email attachment
42.02	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, Patrick Lowell (CenturyLink), <i>FW: CCQWC105570 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Sep. 15, 2015
42.02a	Email attachment
42.02b	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
42.02c	Email attachment
42.02d	Email attachment
42.02e	Email attachment
42.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2014</i> , dated Sep. 25, 2014
42.03a	Email attachment
42.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2014</i> , dated Aug. 27, 2014
42.04a	Email attachment
42.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink PY1Q2</i> , dated Dec. 18, 2014
42.05a	Email attachment
42.05b	Email attachment
42.05c	Email attachment
42.05d	Email attachment
42.06	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: CenturyLink PY1Q2 - Verizon CSP</i> , dated Dec. 22, 2014
42.06a	Email attachment
42.06b	Email attachment
42.06c	Email attachment
42.06d	Email attachment
42.07	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: CenturyLink PY1Q2 - Verizon CSP</i> , dated Dec. 22, 2014
42.07a	Email attachment
42.07b	Email attachment
42.07c	Email attachment
42.07d	Email attachment
42.08	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40860409</i> , dated Sep. 17. 2015
42.08a	Email attachment
42.09	2014_06 Centurylink Monthly Track Report
42.10	2014_07 Centurylink Monthly Track Report
42.11	2014_08 Centurylink Monthly Track Report
42.12	PY1Q2 Centurylink BAN (send)
42.13	PY1Q2 Centurylink CLF CLS

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<b>Ex. No.</b>	<b>Document Description</b>
42.14	PY1Q2 Centurylink DS1 CT wo Miles
42.15	PY1Q2 Centurylink Monthly Track Report_w disputes
42.16	PY1Q2_Centurylink_TBR
42.17	Status SpreadSheet 40860409
43.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC105571 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Sep. 15, 2015
43.01a	Email attachment
43.01b	Email attachment
43.01c	Email attachment
43.01d	Email attachment
43.01e	Email attachment
43.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2014</i> , dated Jan. 6, 2015
43.02a	Email attachment
43.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2014</i> , dated Dec. 9, 2014
43.03a	Email attachment
43.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2014</i> , dated Oct. 28, 2014
43.04a	Email attachment
43.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>CenturyLink PY1Q3</i> , dated Jan. 28, 2015
43.05a	Email attachment
43.05b	Email attachment
43.05c	Email attachment
43.05d	Email attachment
43.05e	Email attachment
43.06	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: CenturyLink PY1Q3 - Verizon CSP Credit</i> , dated Feb. 4, 2015
43.06a	Email attachment
43.06b	Email attachment
43.06c	Email attachment
43.06d	Email attachment
43.06e	Email attachment
43.07	2014_09 Centurylink Monthly Track Report_final



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<b>Ex. No.</b>	<b>Document Description</b>
43.08	2014_10 Centurylink Monthly Track Report_final
43.09	2014_11 Centurylink 2014 TBR
43.10	2014_11 Centurylink Monthly Track Report
43.11	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40860413</i> , dated Sep. 17, 2015
43.12	PY1Q3 Centurylink BAN (send)
43.13	PY1Q3 Centurylink DS1 wo miles
43.14	PY1Q3 Centurylink DS3 CLF CLS Vol
43.15	PY1Q3 Centurylink Monthly Track Report.w disputes
44.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC105572 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Sep. 5, 2015
44.01a	Email attachment
44.01b	Email attachment
44.01c	Email attachment
44.01d	Email attachment
44.01e	Email attachment
44.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2014</i> , dated Jan. 22, 2015
44.02a	Email attachment
44.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015</i> , dated Mar. 30, 2015
44.03a	Email attachment
44.03b	Email attachment
44.03c	Email attachment
44.03d	Email attachment
44.03e	Email attachment
44.04	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015 - PY1Q4</i> , dated May 27, 2015
44.04a	Email attachment
44.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink PY1Q3 - Verizon CSP Credit</i> , dated Mar. 18, 2015
44.05a	Email attachment
44.06	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink),

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>Verizon Claim Status Letter - Batch Number: 40860415, dated Sep. 17, 2015</i>
44.06a	Email attachment
44.07	2014_12 Centurylink Monthly Track Report
44.08	2015_01 Centurylink Monthly Track Report
44.09	2015_02 Centurylink Monthly Track Report (send)
44.10	2015_02 Centurylink Monthly Track Report w disputes FINAL
44.11	ATTACHMENTS_2015.09.17.20.57.41 zip file
44.12	Centurylink PY1Q4 BANs
44.13	PY1Q4 Centurylink CLF CLS Vol
44.14	PY1Q4 Centurylink DS1 wo miles
44.15	PY1Q4 TBR
45.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC105573 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Sep. 15, 2015
45.01a	Email attachment
45.01b	Email attachment
45.01c	Email attachment
45.01d	Email attachment
45.01e	Email attachment
45.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2015</i> , dated Jun. 10, 2015
45.02a	Email attachment
45.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2015</i> , dated May 15, 2015
45.03a	Email attachment
45.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2015</i> , dated Jun. 23, 2015
45.04a	Email attachment
45.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>CenturyLink PY2Q1</i> , dated Jul. 27, 2015
45.05a	Email attachment
45.05b	Email attachment
45.05c	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
45.05d	Email attachment
45.05e	Email attachment
45.06	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>FW: CenturyLink PY2Q1 - Verizon CSP</i> , dated Aug. 4, 2015
45.06a	Email attachment
45.06b	Email attachment
45.06c	Email attachment
45.06d	Email attachment
45.06e	Email attachment
45.07	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40860417</i> , dated Sep. 17, 2015
45.07a	Email attachment
45.08	2015_03 Centurylink Monthly Track Report revised
45.09	2015_04 Centurylink Monthly Track Report
45.10	2015_05 Centurylink Monthly Track Report
45.11	2015_05 Centurylink Monthly Track Report w disputes
45.12	2015_05_Centurylink TBR
45.13	Centurylink PY2Q1 DS3 CLF CLS Vol
45.14	PY2Q1 Centurylink BAN (send)
45.15	PY2Q1 Centurylink DS1 wo miles
46.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC107917 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Oct. 29, 2015
46.01a	Email attachment
46.01b	Email attachment
46.01c	Email attachment
46.01d	Email attachment
46.01e	Email attachment
46.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2</i> , dated Oct. 5, 2015
46.02a	Email attachment
46.02b	Email attachment
46.02c	Email attachment
46.02d	Email attachment
46.02e	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
46.02f	Email attachment
46.03	Email exchanges between Anne Grimm (CenturyLink) and Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2</i> , dated Oct. to Nov. 2015
46.03a	Email attachment
46.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2</i> , dated Nov. 19, 2015
46.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2015</i> , dated Sep. 21, 2015
46.05a	Email attachment
46.06	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2015</i> , dated Aug. 25, 2015
46.06a	Email attachment
46.07	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2015</i> , dated Jul. 28, 2015
46.07a	Email attachment
46.08	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40869124</i> , dated Oct. 29, 2015
46.08a	Email attachment
46.09	2015_06 Centurylink Monthly Track Report
46.10	2015_07 Centurylink Monthly Track Report
46.11	2015_08 Centurylink Monthly Track Report
46.12	Centurylink PY2Q2 BAN (send)
46.13	Centurylink PY2Q2 CLF CLS Vol
46.14	Centurylink PY2Q2 DS1 wo miles.xlsx
46.15	Centurylink PY2Q2 DS3 Rev
46.16	Centurylink PY2Q2 TBR
46.17	Centurylink PY2Q2 Track Report w disputes
47.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC112558 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Feb. 5, 2016
47.01a	Email attachment
47.01b	Email attachment
47.01c	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
47.01d	Email attachment
47.01e	Email attachment
47.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q3</i> , dated Jan. 15, 2016
47.02a	Email attachment
47.02b	Email attachment
47.02c	Email attachment
47.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2015</i> , dated Jan. 4, 2016
47.03a	Email attachment
47.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2015</i> , dated Dec. 17, 2015
47.04a	Email attachment
47.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2015</i> , dated Oct. 26, 2015
47.05a	Email attachment
47.06	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: Status_SpreadSheet_40889583.xls</i> , dated Feb. 12, 2016
47.06a	Email attachment
47.07	2015_09 Centurylink Monthly Track Report
47.08	2015_10 Centurylink Monthly Track Report
47.09	2015_11 Centurylink Monthly Track Report
47.10	Centurylink PY2Q3 BAN (send)
47.11	Centurylink PY2Q3 Track Report w disputes
47.12	PY2Q3 Centurylink DS3 Revenue
47.13	PY2Q3 DS1 wo Miles
47.14	PY2Q3 DS3 CLF CLS Vol
47.15	PY2Q3_Centurylink TBR
48.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC122039 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Jul. 13, 2016
48.01a	Email attachment
48.01b	Email attachment
48.01c	Email attachment
48.01d	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
48.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail)</i> , dated Apr. 26, 2016
48.02a	Email attachment
48.02b	Email attachment
48.02c	Email attachment
48.02d	Email attachment
48.02e	Email attachment
48.02f	Email attachment
48.02g	Email attachment
48.03	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail) - Credit, Strat Serv Credit, Surplus</i> , dated May 9, 2016
48.03a	Email attachment
48.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2015</i> , dated Jan 22, 2016
48.04a	Email attachment
48.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2016</i> , dated Apr. 8, 2016
48.05a	Email attachment
48.06	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2016</i> , dated Feb. 22, 2016
48.06a	Email attachment
48.07	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40921340</i> , dated Jul. 13, 2016
48.07a	Email attachment
48.08	2015_12 Centurylink Monthly Track Report
48.09	2016_01 Centurylink Monthly Track Report
48.10	2016_02 Centurylink Monthly Track Report final
48.11	2016_02 Centurylink Monthly Track Report w disputes
48.12	Centurylink PY2Q4 BAN (send)
48.13	Centurylink PY2Q4 DS1 Rev detail
48.14	Centurylink PY2Q4 DS1 wo Miles Vol detail
48.15	Centurylink PY2Q4 DS3 Rev detail

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
48.16	Centurylink PY2Q4 DS3 Vol detail
48.17	Centurylink PY2Q4 TBR
48.18	PY2Q4 Clink IPS_VzB Rev
49.01	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>CenturyLink (Qwest) Custom Solution - PY3Q1</i> , dated Sep. 1, 2017
49.01a	Email attachment
49.01b	Email attachment
49.01c	Email attachment
49.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2016</i> , dated May 25, 2016
49.02a	Email attachment
49.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2016</i> , dated Apr. 26, 2016
49.03a	Email attachment
49.04	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2016</i> , dated Jul. 6, 2016
49.04a	Email attachment
49.05	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>RE: PY3Q1 Credit</i> , dated Aug. 1, 2016
49.05a	Email attachment
49.05b	Email attachment
49.05c	Email attachment
49.05d	Email attachment
49.05e	Email attachment
49.05f	Email attachment
49.05g	Email attachment
49.05h	Email attachment
49.05i	Email attachment
49.06	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: PY3Q1 Credit (Revised)</i> , dated May 23, 2017
49.07	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CLINKFAC0610B Verizon FRP Credit Calculation (Mar'16-May'16) 08-17-16</i> , dated Jan. 11, 2017
49.07a	Email attachment
49.07b	Email attachment

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<b>Ex. No.</b>	<b>Document Description</b>
49.07c	Email attachment
49.07d	Email attachment
49.08	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Rejected Claim - Batch Number: 40953706</i> , dated Jan. 12, 2017
49.08a	Email attachment
49.09	2016_03 Centurylink Monthly Track Report
49.10	2016_04 Centurylink Monthly Track Report
49.11	2016_05 Centurylink Monthly Track Report (070516)
49.12	CLink PY3Q1 FRP credits (send)
49.13	PY3Q1 Centurylink Monthly Track Report w disputes
49.14	PY3Q1 Centurylink Monthly Track Report
49.15	PY3Q1 CLink DS1 wo Miles Vol
49.16	PY3Q1 CLink DS3 CLS_CLF Units
49.17	PY3Q1 CLink Foreborne Products
49.18	PY3Q1 CLink IPS&VzB Rev
49.19	PY3Q1 Clink TDM Rev
49.20	PY3Q1 CLink TLS SED
49.21	PY3Q1_Clink TBR
49.22	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: PY3Q1 Credit</i> , dated Mar. 2, 2017
50.01	Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, <i>CCQWC134091 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Mar. 17, 2017
50.01a	Email attachment
50.01b	Email attachment
50.01c	Email attachment
50.01d	Email attachment
50.01e	Email attachment
50.02	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2016</i> , dated Sep. 6, 2016
50.02a	Email attachment
50.03	Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), <i>Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2016</i> , dated Jul. 26, 2016
50.03a	Email attachment
50.04	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2</i>



**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>(Revised)</i> , dated May 23, 2017
50.05	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2</i> , dated Dec. 20, 2016
50.05a	Email attachment
50.05b	Email attachment
50.05c	Email attachment
50.06	2016_06 Centurylink Monthly Track Report
50.07	2016_07 Centurylink Monthly Track Report
50.08	PY3Q2 Centurylink BAN
50.09	PY3Q2 Centurylink DS1 0 miles
50.10	PY3Q2 Centurylink DS3 CLS_CLF Units
50.11	PY3Q2 Centurylink Forborne Rev
50.12	PY3Q2 Centurylink IPS&VzB
50.13	PY3Q2 Centurylink TBR
50.14	PY3Q2 Centurylink TLS
50.15	PY3Q2 Centurylink Track Report
50.16	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2 (Revised)</i> , dated Feb. 14, 2018
50.16a	Email attachment
50.16b	Email attachment
50.16c	Email attachment
51.01	Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, <i>CCQWC134092 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Mar. 17, 2017
51.01a	Email attachment
51.01b	Email attachment
51.01c	Email attachment
51.01d	Email attachment
51.01e	Email attachment
51.02	Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), <i>RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3 (Revised)</i> , dated May 23, 2017
51.03	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3</i>

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>(Revised)</i> , dated Feb. 14, 2018
51.03a	Email attachment
51.03b	Email attachment
51.03c	Email attachment
51.04	PY3Q3 Centurylink BAN
51.05	PY3Q3 Centurylink DS1 w 0 miles
51.06	PY3Q3 Centurylink IPS&VZB
51.07	PY3Q3 Centurylink TBR
51.08	PY3Q3 Centurylink TLS
51.09	PY3Q3 Centurylink Track Report
51.10	PY3Q3 CLink Forborne Rev
51.11	PY3Q3 DS3 CLS_CLF Billed Units
52.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC136216 CenturyLink - Verizon South Claim; BAN: 412M520008196</i> , dated Apr. 21, 2017
52.01a	Email attachment
52.01b	Email attachment
52.01c	Email attachment
52.01d	Email attachment
52.01e	Email attachment
52.02	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)</i> , dated May 25, 2017
52.03	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>CenturyLink (Qwest) Custom Solution - PY3Q4</i> , dated Sep. 1, 2017
52.03a	Email attachment
52.03b	Email attachment
52.03c	Email attachment
52.04	PY3Q4 Centurylink BAN
52.05	PY3Q4 Centurylink Track Report
52.06	PY3Q4 CLink DS1 with 0 miles
52.07	PY3Q4 CLink Forborne Rev
52.08	PY3Q4 CLink IPS&VzB
52.09	PY3Q4 CLink TBR
52.10	PY3Q4 CLink TLS
52.11	PY3Q4 DS3 CLS_CLF Billed Units

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
52.12	Email from Anne Grimm (CenturyLink) to Bradley Rhotenberry (Verizon), <i>[E] Verizon CSP PY3 Credits</i> , dated Jan. 23, 2018
52.13	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: Verizon CSP PY3 Credits</i> , dated Jan. 31, 2018
52.14	Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), <i>RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)</i> , dated Feb. 14, 2018
52.14a	Email attachment
52.14b	Email attachment
52.14c	Email attachment
52.15	Email from Anne Grimm (CenturyLink) to Bradley Rhotenberry (Verizon), <i>RE: Verizon CSP PY3 Credits</i> , dated Feb. 16, 2018
53.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC106291 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Sep. 30, 2015
53.01a	Email attachment
53.01b	Email attachment
53.01c	Email attachment
53.01d	Email attachment
53.01e	Email attachment
53.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863422</i> , dated Oct. 29, 2015
53.02a	Email attachment
53.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863539</i> , dated Oct. 29, 2015
53.03a	Email attachment
53.04	Email from Joseph Aguilar (Verizon) to Joseph Romero (CenturyLink), <i>Claims FMS Joe Romero</i> , dated Oct. 2, 2015
53.05	Email from Anna McDermott (Verizon) to Anne Grimm (CenturyLink), <i>FMS Conversion - Impact</i> , dated Apr. 23, 2014
54.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC106292 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Sep. 30, 2015
54.01a	Email attachment
54.01b	Email attachment
54.01c	Email attachment
54.01d	Email attachment
54.01e	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
54.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863455</i> , dated Oct. 29, 2015
54.02a	Email attachment
54.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863543</i> , dated Oct. 29, 2015
54.03a	Email attachment
55.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115124 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Mar. 10, 2016
55.01a	Email attachment
55.01b	Email attachment
55.01c	Email attachment
55.01d	Email attachment
55.01e	Email attachment
55.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897174</i> , dated Mar. 10, 2016
55.02a	Email attachment
55.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897176</i> , dated Mar. 10, 2016
55.03a	Email attachment
56.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115123 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Mar. 10, 2016
56.01a	Email attachment
56.01b	Email attachment
56.01c	Email attachment
56.01d	Email attachment
56.01e	Email attachment
56.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897186</i> , dated Mar. 10, 2016
56.02a	Email attachment
56.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897188</i> , dated Mar. 10, 2016
56.03a	Email attachment
57.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC106348 CenturyLink - Verizon North Claim; BAN: See attached details</i> , dated Sep. 30, 2015

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
57.01a	Email attachment
57.01b	Email attachment
57.01c	Email attachment
57.01d	Email attachment
57.01e	Email attachment
57.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863549</i> , dated Oct. 29, 2015
57.02a	Email attachment
57.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863553</i> , dated Oct. 29, 2015
57.03a	Email attachment
58.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC106294 CenturyLink - Verizon North Claim; BAN: See attached details</i> , dated Sep. 30, 2015
58.01a	Email attachment
58.01b	Email attachment
58.01c	Email attachment
58.01d	Email attachment
58.01e	Email attachment
58.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40863547</i> , dated Oct. 29, 2015
58.02a	Email attachment
59.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115122 CenturyLink - Verizon North Claim; BAN: 212M110139500</i> , dated Mar. 10, 2016
59.01a	Email attachment
59.01b	Email attachment
59.01c	Email attachment
59.01d	Email attachment
59.01e	Email attachment
59.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897180</i> , dated Mar. 10, 2016
59.02a	Email attachment
59.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897178</i> , dated Mar. 10, 2016
59.03a	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
60.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115121 CenturyLink - Verizon North Claim; BAN: See attached details</i> , dated Mar. 10, 2016
60.01a	Email attachment
60.01b	Email attachment
60.01c	Email attachment
60.01d	Email attachment
60.01e	Email attachment
61.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC107903 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Oct. 29, 2015
61.01a	Email attachment
61.01b	Email attachment
61.01c	Email attachment
61.01d	Email attachment
61.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40869118</i> , dated Oct. 29, 2015
61.02a	Email attachment
61.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40869119</i> , dated Oct. 29, 2015
61.03a	Email attachment
62.01	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40868956</i> , dated Oct. 29, 2015
62.01a	Email attachment
62.02	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC107904 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Oct. 29, 2015
62.02a	Email attachment
62.02b	Email attachment
62.02c	Email attachment
62.02d	Email attachment
62.02e	Email attachment
62.02f	Email attachment
62.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40868956</i> , dated Oct. 29, 2015
62.03a	Email attachment

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
63.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115120 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Mar. 10, 2016
63.01a	Email attachment
63.01b	Email attachment
63.01c	Email attachment
63.01d	Email attachment
63.01e	Email attachment
63.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897160</i> , dated Mar. 10, 2016
63.02a	Email attachment
63.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897162</i> , dated Mar. 10, 2016
63.03a	Email attachment
64.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115119 CenturyLink - Verizon South Claim; BAN: See attached details</i> , dated Mar. 10, 2016
64.01a	Email attachment
64.01b	Email attachment
64.01c	Email attachment
64.01d	Email attachment
64.01e	Email attachment
64.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897182</i> , dated Mar. 10, 2016
64.02a	Email attachment
64.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897184</i> , dated Mar. 10, 2016
64.03a	Email attachment
65.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC107905 CenturyLink - Verizon North Claim; BAN: See attached details</i> , dated Oct. 29, 2015
65.01a	Email attachment
65.01b	Email attachment
65.01c	Email attachment
65.01d	Email attachment
65.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter</i>

**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>of Acknowledgement - Batch Number: 40869121, dated Oct. 29, 2015</i>
65.02a	Email attachment
66.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115118 CenturyLink - Verizon North Claim; BAN: See attached details</i> , dated Mar. 10, 2016
66.01a	Email attachment
66.01b	Email attachment
66.01c	Email attachment
66.01d	Email attachment
66.01e	Email attachment
66.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897168</i> , dated Mar. 10, 2016
66.02a	Email attachment
66.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897170</i> , dated Mar. 10, 2016
66.03a	Email attachment
67.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC107906 CenturyLink - Verizon West Claim; BAN: 202M910005001</i> , dated Oct. 29, 2015
67.01a	Email attachment
67.01b	Email attachment
67.01c	Email attachment
67.01d	Email attachment
67.01e	Email attachment
67.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Verizon Claim Status Letter - Batch Number: 40868952</i> , dated Oct. 30, 2015
67.02a	Email attachment
68.01	Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, <i>FW: CCQWC115117 CenturyLink - Verizon West Claim; BAN: 202M910005001</i> , dated Mar. 10, 2016
68.01a	Email attachment
68.01b	Email attachment
68.01c	Email attachment
68.01d	Email attachment
68.01e	Email attachment
68.02	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter</i>



**PUBLIC VERSION**

<b>Ex. No.</b>	<b>Document Description</b>
	<i>of Acknowledgement - Batch Number: 40897152</i> , dated Mar. 10, 2016
68.02a	Email attachment
68.03	Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), <i>Letter of Acknowledgement - Batch Number: 40897154</i> , dated Mar. 10, 2016
68.03a	Email attachment
69	<i>Complaint, Verizon Virginia LLC et al. v. XO Communications</i> , Case No. 3:15-cv-00171-REP (E.D. Va, March 19, 2015)
70	Verizon Tariff F.C.C. No. 1, Section 23.1(L), Rates and Charges